CASES REPORTED THIS WEEK.

In the Solicitors' Journal.

In the Weekly Reporter.

The Solicitors' Journal and Reporter.

LONDON, MARCH 19, 1887.

CURRENT TOPICS.

REFERRING TO OUR OBSERVATIONS last week on the rule of December, 1885, now numbered as R. S. C., 1883, LV. 74, relating to the drawing of orders in chambers, we have reason to believe that the attention of the judges of the Chancery Division is being directed to the subject; and that some general regulations defining, and in effect restricting, the operation of the rule above referred to may be framed, which will save the Rule Committee of Judges the trouble of considering the subject.

IT IS UNDERSTOOD that the executive committee appointed to carry out the entertainments at the approaching London meeting of the Incorporated Law Society have already engaged the Lyceum Theatre and Mr. IRVING'S company for one evening. Probably also another theatre and company will be retained, and of course a dinner and a dance will form part of the entertainments.

IF THE LORD CHANCELLOR and the Government require any evidence to convince the Treasury as to the necessity for the appointment of another judge of the Chancery Division, they should call for a return for the last two years of the number of days the four existing judges who have chief clerks have been able to devote to the hearing of witness actions, and how many of such actions they have been able to dispose of, and what proportion the number of those heard bore to the total number on each list at the beginning of each sittings, taking transfers into account. The fact that Mr. Justice KEKEWICH is rapidly disposing of his list only affects the question by raising the presumption that another judge devoting his time exclusively to the hearing of witness actions would materially assist in reducing the cause lists and in avoiding arrears.

ABOUT 170 London members of the Incorporated Law Society had, up to a recent date, sent in their names as guaranteeing ten guineas each towards the costs of the entertainments to be given in June next to the country members of the society. There are a considerable number of five-guinea guarantors, but, having regard to the fact that there are about 2,500 London members of the society, the response so far made to the council's appeal can hardly be considered satisfactory, or quite fair to those members who have promptly come forward to undertake the liability. It is probable, however, that in many cases the matter has been overlooked in the pressure of business, and the Grand Committee have done well to afford a further opportunity for sending in names of guarantors. It should be remembered that an early intimation of guarantees is particularly desirable, inasmuch as the arrangements made by the Executive Committee must, to a considerable extent, depend on the amount of support which is forthcoming, and those arrangements must necessarily be made at an early date.

IT WAS NOT AT ALL LIKELY that the Council of the Incorporated Law Society would be overlooked by the indefatigable organizers of the Imperial Institute, whose scheme is apparently to put pressure on every known authority, from the heads of collegiate institutions to the chairmen of local boards, to induce them to send round the hat. And, when it was announced that the Attorney-General (apparently assuming the functions of a "Solicitor-General") had undertaken to organize a system of contributions from the members of the English bar, it was, no doubt, difficult for the council to refuse to make an appeal to the members of their society. As we announced some time ago, they have acceded to the request of the "organising secretary," and they have this week issued a circular to the solicitors of England and Wales asking for subscriptions. In doing so they have acted wisely in enclosing a copy of the missive under which they proceed, and in restraining the exuberant generosity of contributors to the modest sum of two guineas. The point in which their circular appears to us to fail is in evidence in support of the statements in the enclosed "brief" as to the claims on solicitors of "the admirable scheme prepared by the committee" nominated by the Prince of Wales. There is probably no class which surpasses the English solicitors in respect and loyalty to the Queen, but there is also no class the members of which are more likely to decide for themselves as to the mode in which their satisfaction at the completion of fifty years of her Majesty's reign would be best expressed. In the case of most solicitors there are local memorials to which they are bound to contribute; others will be likely to think that some of the charitable objects which are promoted as a remembrance of the occasion are most worthy of their liberality. We confess we regret that the council have yielded to the pressure put upon them; their appeal is not likely to be successful, and the precedent they have set of travelling out of their proper functions is not a good one.

THE REPLY of the Attorney-General to Mr. MACLEAN'S question, whether the Government intend to take any steps to give effect to the unanimous recommendation of Lord SELBORNE'S Committee "that an additional judge be appointed in the Chancery Division, and that the same staff of clerks be attributed to each of the judges," was not unfavourable. The matter, he said, was engaging the attention of the Government, but at present no final decision had been come to. If report is correct, there is not only no disinclination on the part of the Government to carry out the suggestion of the committee, but there is a wish to do so, provided only the objections of the Treasury can be surmounted. It must be remembered, however, that the appointment of an additional judge is only the first step in the reforms which are necessary for procuring the rapid and efficient disposal of business in the Chancery Division. The question of the division of the work among the judges is of the greatest importance; and upon this matter it will be remembered the late Mr. Justice PEARSON dissented from the scheme adopted by the committee. There was, however, a complete agreement that provision must be made for hearing witness causes continuously, and the divergence of opinion on other matters might, we think, be reconciled by the adoption of the intermediate scheme we ventured to propound (30 SOLICITORS' JOURNAL, p. 513). But it need hardly be said that the most pressing question is the disposal of the chamber business; and on this question one portion of the committee's report adopted the strange idea which seems nowadays to have taken possession of so many would-be reformers of administrative departments—viz., that you can get more work out of a given number of men if you group them differently. There are twelve chief clerks; let six judges "have two chief clerks each," and then, we suppose, we are to wait for some wonderful improvement in the rapidity with which business is transacted in chambers. It is hardly necessary to point out that it is not in this way that any improvement can be effected. If the Lord Chancellor would ask three experienced London solicitors to investigate personally the conduct of business in the chancery chambers and report to him as to the changes in organisation which are desirable, he would obtain suggestions which we venture to say would be of infinitely more practical value than the report of any committee which takes formal evidence and includes a large proportion of members who have no practical experience of where the shoe pinches.

Lord Bramwell, in the debate on the second reading of the Railway and Canal Traffic Bill, is reported to have said, "confidently, speaking as a lawyer," that the well-known clause, which has been inserted in every railway construction Act passed in and since 1845, whereby the railway by each such Act authorized is declared not to be exempt from any future railway Act, does not bear the construction put upon it by Lord Stanley of Preston, so as to authorize the Parliamentary revision of rates proposed by the Bill. With the greatest deference, but quite as confidently, we maintain that the clause not only bears the construction referred to, but could bear no other. The words of the clause are: "Nothing herein contained shall be deemed or construed to exempt the railway by this Act authorized to be made from the provisions of any general Act now in force, or which may hereafter pass during this or any future session of Parliament, or from any future revision and alteration under the authority of Parliament of the maximum rates and fares authorized by this Act." The words being "*any* future revision" under the authority of Parliament, it is clear as the English language can make it that the proposed Parliamentary revision is, at any rate, grammatically within them. But if there be anything in the subject-matter or the context to exclude the grammatical construction, of course the grammatical construction is not the true one. As to the subject-matter, Lord Bramwell says no one would have subscribed his money if he had thought that Parliament would revise the rates authorized by the original construction Act. Surely it is an equally strong argument that no rates could ever be intended by Parliament to be irrevocable and perpetual whatever might be the changes in the value of money, in the expense of locomotion, and in the pressure of a railway monopoly. As to the context, using the word in its widest sense and admitting all railway Acts, general and special, as part of the context of the clause, we are brought face to face with a more specious argument. In 1844 an Act (7 & 8 Vict. c. 85) authorized revision, by the combined action of the Treasury and Parliament, of the rates and fares of companies paying dividends of ten per cent. or upwards, such revision to be on such a scale as would, in the judgment of the revising authority, reduce the dividends to ten per cent. It is this revision and no other, says Lord Bramwell, that is within the purview of the saving clause, which, "he has no doubt, was to prevent new companies saying they were not within this Act of Parliament (7 & 8 Vict. c. 85) because they came into existence after it was passed, and that there was nothing in their own Acts to limit their right to make more than ten per cent." We think this view wrong for three reasons. First, the saving clause is at least ambiguous, and it is a well-known rule of law (see the cases of which *Stockton and Darlington Railway Co.* v. *Barrett*, 11 Cl. & F. 590, is the best known, cited, "among many other authorities," in Maxwell on Statutes, 2nd ed., at p. 364) that where a local or personal Act is ambiguous, "the benefit of the doubt is to be given to those who might be prejudiced by the exercise of the powers which the enactment grants, and against those who claim to exercise them." Secondly, the Act of 1844 had no retrospective operation at all, but was prospective only, and railways authorized after its passing were essentially and solely the objects comprehended in it, so that, if the saving clause is put in for the reason suggested by Lord Bramwell, it is put in for no reason at all. Thirdly, the Act of 1844 provided for Government purchase as well as revision, and if the Act of 1844 only, and revision thereunder, had been intended to be included under the words "future revision under the authority of Parliament," purchase as well as revision would have been specially mentioned. Now that so great a legal authority as Lord Bramwell, "speaking as a lawyer," has publicly put forward the view that Parliament, in passing the 24th clause of the Railway and Canal Traffic Bill, will be acting with as much injustice as if it took away "an acre from every ten" held by his brother peers, it is, we think, highly desirable that the law officers of the Crown should give an opinion on the subject, and that such opinion should be printed and circulated with the Bill before it is introduced into the House of Commons.

On Monday last, in a case of *Re The Wholesale Grocery Co.* (*Limited*), on the hearing of two petitions presented for the winding up of a company, Mr. Justice North intimated that, wherever a second petition is presented for the winding up of a company he will require explanation, presumably with a view to visiting the second petitioner with costs, or at least disallowing his costs. The learned judge considered that the second petitioner could not be ignorant of the presentation of the first petition, seeing that when he went to the petition clerk to get the name of a judge balloted for, in accordance with R. S. C., V., 9 (*d*.), he would be made aware of the existence of the previous petition by reason of his petition being marked with the name of a judge without ballot, in accordance with section (*s*.) of the same rule. On ascertaining the existence of the previous petition it would presumably be his duty to procure a copy of it, and on finding that the hearing of it would effect the object of his own petition, his duty would be to abstain from incurring any further expense. In other cases of second petitions a similar consideration arises, and has been observed on by the court; and notably on Saturday last, Mr. Justice Stirling, in a case of *Re Ruddiman's Trusts*, which was under the Trustee Relief Act, refused to allow any costs of a second petition other than the costs of its preparation. This course would probably be adopted by Mr. Justice North in the case of a second petition for winding up prepared in ignorance of the first.

It has been stated that a coroner recently fined a juryman forty shillings for appearing in the jury box drunk, and that, when the juryman protested and announced his intention to appeal, the coroner asked the other jurors to decide by a show of hands whether their fellow-juryman was drunk or not, and, upon their deciding in the affirmative, "confirmed his judgment." We can find no precise authority for the power of a coroner to fine a drunken juryman. The statutory power to fine under 7 & 8 Vict. c. 92, s. 17, is clearly confined to cases of refusal to serve after summons, and the common law power, which is general and not confined to jurors, appears to be limited to cases of actual obstruction of the coroner in the performance of his duty (see Jervis on Coroners, 4th ed., p. 240). A juror, however, must be *probus et legalis homo* and able to write his name legibly on the inquisition (see Jervis, p. 200, citing Lord Raymond, 1305), so that, although jurors upon coroners' inquests cannot be challenged, it would seem to be almost a matter of necessity to reject a drunken man from the jury, "for the not swearing of a juryman is of less consequence than the risk and hazard of a plea to the inquisition" (Jervis, p. 201).

The Court of Appeal No. 2, on Wednesday last, had in its list three cases in each of which one side was represented by a suitor in person. It rarely happens that a suitor in person is not obstructive to the business of the court, and Mr. Justice Chitty recently made some strong remarks about the "torture, vexation, and unnecessary expense" caused by some of these litigants. As a rule, a person in this position, while absolutely convinced of the righteousness of his own cause, is abundantly ignorant as to the law, the rules and practice of the court, the rules of advocacy, and as to most things connected with the conduct of his case. In this state of things the court is in a sense forced to instruct him in order to minimize the waste of time, seeing that he cannot be sent away unheard, and, if allowed to talk on at his own discretion, he will introduce all kinds of irrelevant matters into his speech. Some few of these suitors are worthy of consideration, and, indeed, of commiseration, by reason of their want of means. But the purely litigious suitor in person ought to be suppressed. Cases have occurred of motions being made from time to time by a suitor in person, each one more idle than the last, and each one dismissed with costs. It is a difficult matter for the court to protect such a suitor against the results of his own folly and persistent pugnacity, but it would, in the case of the purely litigious suitor, be highly beneficial to that suitor, as well as to the court, if he could be put down.

In the House of Commons on the 15th inst. Mr. Plunket obtained leave to bring in a Bill for the acquisition of property and the provision of new buildings for the Bankruptcy department.

ASSIGNMENT OF AFTER-ACQUIRED PROPERTY WHEN TOO INDEFINITE.

The decision of the Court of Appeal in the recent case of *The Official Receiver* v. *Tailby* (35 W. R. 91, 18 Q. B. D. 25) affords an illustration, as it seems to us, of the way in which legal decisions with regard to the construction of documents sometimes diverge from what, to a layman, would probably seem the common sense of the matter. We are not prepared to say, without thorough consideration of all the authorities, that the Court of Appeal were wrong in the conclusion at which they arrived; but we cannot help thinking that a common-sense business layman would most likely have come to the opposite conclusion. It is quite certain that the general principle on which the court acted was perfectly correct, the only doubt being as to its application to the language of the document in the particular case.

The facts were these:—A bill of sale given to secure an advance contained an assignment of the stock-in-trade, fixtures, shop and office furniture, &c., of the grantor upon the premises where he carried on the business of a packing-case maker, and the book-debts due and owing to him, and also of all book-debts "which, during the continuance of the security, might become due and owing to him." It was held, reversing the judgment of the Queen's Bench Division, that the assignment of future book-debts, not being limited to book-debts to arise in any particular business, was invalid, on the ground that the subject-matter was not sufficiently defined, and therefore that it did not operate to pass the property in a book-debt which came into existence after the assignment.

We fully admit that this decision, if it had applied to a book-debt arising after the assignment in some other business than that carried on by the grantor at the time of such assignment, would have been clearly good sense and good law. But the debt in question was, it would appear, a book-debt that afterwards became due to the grantor in the course of his business of a packing-case maker carried on by him at the time of the assignment; and the court seemed to admit that, if the assignment of future debts had been in terms confined to the future debts to arise in that business, it would have been sufficiently definite and good. We cannot help feeling some difficulty as to the application of the principle involved, looking to the substance of the thing. The parties, as it appears to us, most clearly in fact contemplated future book-debts to arise in the course of the particular business, whatever else they may have contemplated; and probably those were the only future book-debts they did really contemplate. But they no doubt used terms which would cover, not only those, but all possible future book-debts which might arise in the course of any business carried on by the grantor, at any time and in any place. The assignment might well be inoperative so far as regarded such other book-debts, because the subject-matter was too indefinite; but why should it be bad *quoad* a subject-matter clearly included within the limits of the description, which the parties obviously contemplated, and which it was competent for them to convey? If a man conveys by a description which is clearly intended to include A and X, A being a defined matter and X an undefined matter, why should not the assignment operate so far as A is concerned, though it cannot operate so far as X is concerned? It was argued for the grantee of the bill of sale that, "assuming the description to cover all future book-debts to arise during the continuance of the security, it must cover future book-debts to arise in the particular business before mentioned, and as to those it would be sufficiently definite and good, though it might be bad as to any other book-debts." We fail to see that the court gave any very satisfactory answer to this argument. *Omne majus continet in se minus.* This applies, although the limits of the *majus* are not accurately ascertained. The Continent of Europe includes England, although the limits of the Continent towards the North Pole may not be exactly ascertained. As the grantee's counsel observed, "surely the effect of saying 'all book-debts to become due' cannot be different for this purpose from that of saying 'all book-debts to become due in the said business or otherwise.'"

The Court of Appeal laid great stress on the proposition that, if the description of the subject-matter is not originally sufficiently definite, it is not enough that a definite subject-matter afterwards comes into existence that answers the description. We believe that proposition to be perfectly true as applied to the cases to which it is properly applicable. We doubt a little as to its applicability to the case in question, because it seems to us that the description there might reasonably have been construed to include a subject-matter which was originally sufficiently defined. We think that a good deal of confusion is caused in relation to this question by not distinguishing sufficiently between the subject-matter and the description of it. There may be a description so indefinite that it is impossible to say for certain whether anything comes within it. There may be a description which is definite enough in one sense, but the subject-matter may be indefinite. If a man assigns all his future property the description is clear enough, but the subject-matter is indefinite. In the case in question the description was clear enough; part of the subject-matter was definite enough, and part was altogether indefinite. We can conceive of cases where, such a description having been used, on applying the description by the light of the context and the circumstances, it might seem doubtful whether the description was intended to include any definite subject-matter. If a man assigned all his future book-debts, it would not, perhaps, be enough to shew that there was a class of probable future book-debts which would have been covered by the description, and would have formed a sufficiently definite subject-matter for assignment, unless the context and circumstances shewed that the parties intended to include them. If the description, fairly construed by the light of the context and the circumstances, does not amount to an assignment of the particular class of future book-debts as well as any other; if the parties do not appear to have intended, by their description, a sufficiently definite subject-matter as well as more which is not sufficiently defined, then, of course, the whole assignment must fail. We feel a difficulty with regard to the decision in *Official Receiver* v. *Tailby*, because it seems to us that, under the circumstances, and having regard to the context, the words of the assignment, fairly construed, may have meant the future book-debts to arise in the particular business, whatever they might be intended to include besides. At any rate we cannot help thinking that a business layman would be likely to think that such was the meaning.

INCUMBRANCES UNDER THE YORKSHIRE REGISTRIES ACTS, 1884, 1885.

II.

Elegit.—The mere issuing of a writ of *elegit* has no effect on the debtor's land, for the writ merely commands the sheriff to do certain things. When he makes the return to the writ, or, in other words, delivers the land in execution, the rents and profits of the land become charged with the execution creditor's debt, and the land itself may be sold after registration of the writ under 27 & 28 Vict. c. 112 (see *ante*, p. 39). The Yorkshire Registries Act, 1884, contains no provision for registering the return to the writ, though the writ itself can be registered. If the land is not situated in Yorkshire, every contract or conveyance by a judgment debtor prior to his land being delivered in execution is valid as against the execution creditor; it has even been held that a conveyance for value made by a debtor for the express purpose of defeating an execution, so as to leave nothing in himself which can be seized, is not fraudulent within 13 Eliz. c. 5: *Alton* v. *Harrison* (4 Ch. App. 622); *Hale* v. *Saloon Omnibus Co.* (4 Drew. 492); *Holbird* v. *Anderson* (5 T. R. 235); *Darvill* v. *Terry* (6 H. & N. 807); *Wood* v. *Dixie* (7 Q. B. 892); *Meux* v. *Howell* (4 East. 1); *Pickstock* v. *Lyster* (3 M. & S. 371); *secus* when the conveyance is voluntary, *Blenkinsopp* v. *Blenkinsopp* (12 Beav. 568, 1 De. G. M. & G. 495). If, therefore, it makes no difference to a purchaser who has contracted or taken a conveyance for value before the land is delivered in execution whether his contract or conveyance is executed before or after the writ is issued, it appears that the question whether the conveyance is registered in Yorkshire before or after the writ was registered is immaterial.

A purchaser who entered into a contract to purchase, or, in cases where there was no contract, whose conveyance was executed after the land was delivered in execution, takes subject to the rights thereby conferred on the execution creditor, but it may be a question if (in the case where there is no prior contract) the conveyance is registered in Yorkshire before the registration of the writ, the purchaser might not have priority over the execution

creditor on the ground that his conveyance must be deemed to have priority *in point of time* over the writ, and, therefore, over the delivery in execution which necessarily follows it.

Fi. fa.—Leaseholds are not bound as against a purchaser for value until the time when the writ is delivered to the sheriff (30 SOLICITORS' JOURNAL, 725), or, possibly, if the word "goods" bears the same meaning in the Mercantile Law Amendment Act (19 & 20 Vict. c. 97), s. 1, as it bears in the Statute of Frauds, until seizure, if he had no notice that a writ under which the land could be seized was in the hands of the sheriff. Seizure is not a matter that can be registered. In cases, therefore, where a purchaser from the judgment debtor, without notice of a writ, enters into a contract before seizure, his right will be preferred to that of a purchaser from the sheriff; and if his conveyance, not being founded on a prior contract, is completed before the seizure, he will not lose priority merely because the writ is executed before the conveyance.

On the other hand, if a conveyance not founded on a prior contract, and made after seizure, is registered before the writ, it may be held that the conveyance must be taken to have been executed before the writ was registered, and, therefore, that the purchaser from the judgment debtor would have priority over a purchaser from the sheriff, on the ground that the conveyance to the former must be deemed to have priority in point of time to the writ, and, therefore, to the seizure.

Appointments of receivers.—Orders appointing a receiver, whether on final process or not, take effect from the moment when they are made, and, therefore, it appears that, as between a conveyance to a purchaser (where there is no prior contract) and an order, the priorities will be settled according to dates of registration. But it must be remembered that, if the order is made in an action which is properly registered as a *lis pendens*, the purchaser may be postponed owing to the doctrine of *lis pendens*.

Bankruptcies.—Seeing that the Yorkshire Registries Act of 1884 was passed one year only after the Bankruptcy Act of 1883, which repealed the Act of 1869, it is probable that the draftsman of the Yorkshire Registries Act, 1884, had the Bankruptcy Act of 1869, not the Act of 1883, before him. Under the Act of 1869, on adjudication, all the property belonging to the bankrupt at the date of the act of bankruptcy on which the adjudication was founded, vested in the trustee in bankruptcy; but conveyances for value made by the bankrupt before adjudication to a person not having notice of the act of bankruptcy were protected. We see, therefore, the reason for specially mentioning "order of adjudication" in the Yorkshire Registries Act. There can be but little doubt that a conveyance of lands in Yorkshire made after adjudication by a person who is bankrupt under the Act of 1869, but registered before the adjudication is registered, would be protected.

The questions that arise under the Bankruptcy Act, 1883, are somewhat difficult. On a receiving order being made the official receiver becomes receiver of the property of the debtor, but no *cessio bonorum* takes place, as it is uncertain whether the debtor will ever become bankrupt. If an adjudication follows, all the property belonging to the bankrupt at the date of the act of bankruptcy on which the adjudication was founded vests in the trustee in bankruptcy, but conveyances for value made by the bankrupt before the date of the receiving order to a person not having notice of the act of bankruptcy on which the adjudication is founded are protected.

The receiving order is an order of court within the meaning of the Yorkshire Registries Act, 1884, and is, therefore, capable of registration. It appears, therefore, that, so far as regards its immediate effect in appointing a receiver of the property of a bankrupt, registration is material, and that the receiving order will, if registered in Yorkshire before a conveyance by the bankrupt, have priority over it, and that any such conveyance, even if made after the receiving order, but registered before it, will have priority over the order.

In cases where an adjudication is made the questions that arise are more difficult. The effect of adjudication does not depend on its date, but on two things—namely, (1) the date of the act of bankruptcy on which it is founded (a matter not susceptible of registration), and (2) the date of the receiving order. It appears therefore that, at all events as regards all transactions that take place before the adjudication, it is immaterial whether the adjudication is registered in Yorkshire or not. Possibly it may be necessary to register it for the purpose of obtaining priority over conveyances executed by the bankrupt after adjudication, but this is not at all certain. If an adjudication is made, no question as to priority of effect arises between a conveyance of the protected class and the receiving order. The latter only marks a date after which no conveyance is to be protected; and it seems *probable*, therefore, that a protected conveyance will not lose its priority by want of registration in Yorkshire, and that, on the other hand, a conveyance executed after the date of the receiving order may be protected if registered in Yorkshire before the registration of the receiving order if it be of such a nature that it would be protected if the land had not been in Yorkshire and if the conveyance had been executed before the date of the receiving order. These points are, however, so doubtful that the wise course is to register conveyances, receiving orders, and adjudications in bankruptcy without delay.

Tacking.—By the Act of 1884 (s. 15) registration of any instrument was constituted actual notice to all persons. This section was repealed by the amending Act of 1885 (48 & 49 Vict. c. 26) as from the 16th of July, 1885.

The Act of 1884 provides (section 16) that no priority or protection shall be given or allowed to any estate or interest in land in the three ridings by reason or on the ground of such estate or interest being protected by or tacked to any legal or other estate in such land, except as against any estate or interest existing before the commencement of the Act, and that though the person claiming protection is a purchaser for value without notice.

The intention of the repeal of the 15th section of the Act of 1884 was to allow a mortgagee to make further advances, or a banker to allow fresh drafts upon a mortgage to secure an account current, without searching the register before each advance or draft. But it is extremely doubtful whether this repeal will have the desired effect, owing to the omission to repeal section 16.

REVIEWS.

EQUITY.

A PRACTICAL COMPENDIUM OF EQUITY. By W. W. WATSON, Esq., Barrister-at-Law. SECOND EDITION. By the AUTHOR and B. P. NEUMAN, Esq., Barrister-at-Law. 2 Vols. H. Sweet & Sons.

Mr. Watson's work consists of a digest of the law of equity arranged under a series of about forty different heads. These heads are arranged in alphabetical order; but as many of them contain sub-heads, the book is not really an alphabetical digest, and it would be requisite to have some little familiarity with it before one could know precisely in which part of the two bulky volumes of which it consists to look for the information required on any particular point. Thus "Parent and Child" comes as a sub-heading to "Guardian and Ward;" while the law of partition is included under the heading of joint-tenancy, which also includes tenancy in common and coparcenary; and there is a heading entitled "Vesting and Divesting of Estates and Interests," which seems, so far as we have looked into it, to be very inclusive indeed. In spite, however, of the rather arbitrary method adopted, we are by no means prepared to condemn it; for it appears to have been suggested by a certain underlying logical principle, and must be looked upon rather as a compromise than in any other light. We have little doubt that the general index at the end of the book would soon enable the reader to get over any preliminary difficulties of this kind. Our principal fear with regard to the book is that it rather falls between two stools, being too minute and copious for the student, and not full or detailed enough for the lawyer. The author has, however, shewn a very ingenious brevity in his statements of the effect of cases, and has done his best to give the very utmost amount of information in the limited space which he has allowed himself. But when a writer attempts to condense the law of "wills" into less than two hundred pages, and that of "powers" into less than one hundred, he sets himself a task which it is not easy to accomplish successfully.

There are, however, many to whom a sort of dictionary of the effect of the more important decisions in equity will doubtless be useful, and to such we can confidently recommend the work now before us. The present edition, the second, has been considerably enlarged from its predecessor, and appears, so far as we have been able to judge, to have been carefully brought down to the present condition of the law. One or two slips and oversights, nevertheless, we have come across. Thus, under the heading of "Compromises and Family Arrangements," a quotation is given from the judgment of

James, L.J., in *Mozon* v. *Payne* (8 Ch. 881), as if it referred to a "Family Arrangement," whereas it is clear, on referring to the case, that his lordship's expressions are, properly speaking, applicable only to compromises; and on page 65, under the sub-head of "Compromise of Proceedings," no reference is given to the very important case of *Harvey* v. *Croydon Sanitary Authority* (26 Ch. D. 229). It also appears to us that not sufficient notice is taken of the effect of the Judicature Acts in doing away with the necessity of shewing an equitable ground for relief in suits brought in equity courts. For instance, on page 103 it is stated: "If the plaintiff fail to establish any contract of which specific performance can be decreed, damages cannot be given," and on page 1,252, in discussing the remedies for "Waste," it is stated: "An action for an account will not lie, except as incident to an injunction." Neither of these statements are now correct, and, as they stand, they might prove misleading to a student. We would also suggest in a future edition that some space might be gained for more important matter by omitting much of the article headed "Assets," which is now chiefly of historical interest.

MARRIAGE LAW.

THE MARRIAGE LAW OF ENGLAND. SECOND EDITION, REVISED AND ENLARGED. By JAMES T. HAMMICK, Esq., Barrister-at-Law, late Secretary of the Registrar-General's Department, Somerset House. Shaw & Sons.

This book gives a clear and readable account of the law relating to the ceremony of marriage, and the present edition, besides being an improvement on the first in type and general appearance, contains a good deal of additional matter. The arrangement of the subject is little altered, and, indeed, it would not be easy to present it in a more logical and convenient manner. The hardships which existed under the old law, prior to 1836, are well pointed out, though it is somewhat difficult to realize that till that date only Jews and Quakers were allowed marriage ceremonies of their own, and that all beside, Roman Catholics and Dissenters alike, could be married only in the Established Church. Mr. Hammick, however, is now contented to let well alone. He strongly disapproves of the attempt made last year by the present Attorney-General to turn Dissenting ministers into registrars, and inserts a forcible protest on the subject contained in a letter by the late Registrar-General, Major Graham, to Mr. H. Richards, M.P. But if such grievances are only sentimental, the old law had others of a very real kind. Thus the marriage of minors by licence, without the consent of parents or guardians, was absolutely void. Hence, where the consent of the mother was obtained, who was supposed to be a widow, and it was afterwards discovered that the father was living, it was held that there had been no marriage. This has now been altered, and, though the consent is still required, yet the want of it does not destroy the validity of the marriage. It is clearly one thing to attempt to prevent foolish or ill-considered marriages by directing certain precautions to be taken, and quite another to declare that the marriage shall be void for want of them after its obligations have been entered into and new rights have been called into existence.

But in their present state our marriage laws are by no means free from difficulties, and these are clearly explained by Mr. Hammick. Thus he shews that the name in which banns are published need not be the original name, but should be the known and reputed name. He gives an opinion of the late Sir R. Phillimore on the curious question of residence, from which it appears that the mere hiring of lodgings is not sufficient, though the matter does not seem free from doubt. And with the whole question of the different methods of marriage—by banns, by common licences, or by special licences in the Church of England, and before the registrar—he deals in such a manner as should make it perfectly clear to all who are concerned with the administration of the marriage law. The Appendix contains the statutes on the subject, presented, where necessary, in full, and a statement of the law in the various British colonies and possessions, as well as much other useful matter. The book is brought well up to date, and the author has been able to insert amongst the addenda the recent case of *Scott* v. *Sebright*. The various subjects of the marriages of Quakers and Jews, of the marriage laws of the other parts of the United Kingdom, and of marriages abroad, are fully treated of in the text.

The *Daily News* says that:—"By the death of Mr. W. G. Bower, which took place on Saturday last, in his seventy-first year, the frequenters of the Law Courts and the legal profession generally will miss a familiar figure. He was formerly clerk to the late Lord Cuelmsford when he practised at the bar, and on the elevation of that learned gentleman to the woolsack he was shortly afterwards appointed chamber clerk to Mr. Justice Mellor in 1861, which post he continued to hold for many years. He also acted as clerk successively to Baron Amphlett (afterwards Lord Justice), Lord Justice Thesiger (son of Lord Chelmsford), and for the last six years to Mr. Justice Cave. The funeral took place at Ealing Cemetery, when a very handsome wreath was sent by the judges' clerks, several of whom were present."

CORRESPONDENCE.

SOLICITORS AND THE IMPERIAL INSTITUTE.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I have nothing to say against the scheme of the Imperial Institute, about which nobody knows much. I am quite willing to admit that it is in every respect admirable, and may do for this country and the empire all that the most sanguine of its promoters expect, and I need hardly say that I do not wish to appear to be wanting in respect for His Royal Highness the Prince of Wales; but I do object to having the screw applied by the Council of the Incorporated Law Society to extract money from the pockets of myself and others of the profession who may not possibly view the scheme even in so favourable a light as I do, or who may find it very inconvenient to comply with such a demand and equally unpleasant to refuse to do so. Everyone I suppose throughout the country is aware that such a project is on foot, and everyone can contribute as much as he pleases to support it; but if a species of blackmail is to be levied in order to provide funds, it seems to me that instead of a friendly feeling towards the scheme being created, the result will be quite the contrary.

This, however, is somewhat beside my present point. I object to the authority of the Incorporated Law Society being used for the purpose of obtaining money for this or any other scheme, however excellent, which is entirely unconnected with the business of the society and over which the society has no control. If a precedent be once established, there are numerous institutions, all equally worthy of support, for which contributions may be demanded with quite as much reason. And what would be the result of non-compliance with the demand of the council to those members of the profession who, in these hard times, might be unable to spare the money? Why, they would feel themselves to be marked men; and, however unjustified they might be in taking that view, it is, I submit, a position in which no one should be placed. A SOLICITOR.

CASES OF THE WEEK.

ROBINSON v. DUKE OF BUCCLEUCH AND QUEENSBERRY—C. A. No. 1, 10th, 12th, and 14th March.

ADMISSIBILITY OF EVIDENCE—CERTIFICATES OF BAPTISM AND BURIAL.

This was an appeal from the decision of Stephen, J., in an action for ejectment at the Leicester Assizes. In 1874 the defendant bought some property in Warwickshire from Thomas Robinson. The plaintiff claimed as heir-at-law, and alleged that his grandfather was the elder brother of the grandfather of the vendor. The only question now raised was as to the legitimacy of the plaintiff's father, who was known as "John the Pensioner" to distinguish him from the plaintiff's grandfather who was known as "John the American." The plaintiff's documentary evidence consisted of a certificate of the marriage of John the American and Hannah Holyland, dated November 18, 1782, of a certificate of the baptism of "John, son of John and Susanna (*sic*) Robinson, dated March 15, 1783, of a certificate of the burial of "John the Pensioner" dated October 8, 1857, in which his age was stated to be seventy-four, and of a military certificate of the service of John the Pensioner in which his age was also stated. The plaintiff also relied on the will of the maternal grandfather of John the Pensioner, in which he was mentioned as "my grandson, the son of my daughter Hannah Robinson." There was also evidence of reputation in the family that the Pensioner was regarded as the legitimate son of his parents, but as Stephen, J., appeared to consider that the documents raised a presumption of legitimacy, this was not fully gone into. On the other hand it was proved that John the American left England for New York immediately after his marriage with Hannah Holyland, and that he married again and died there, and by a codicil to his will, dated July 3, 1822, he left a legacy to "John Robinson the son of Hannah Holyland," while he referred to all his other children as "my son" or "my daughter." Stephen, J., gave judgment for the plaintiff, and the defendant now contended that there was no evidence that John the Pensioner was born after the marriage of his parents in November, 1782.

THE COURT (Lord ESHER, M.R., BOWEN and FRY, L.JJ.) allowed the appeal, and directed a new trial. They said that they doubted whether the certificate of baptism was rightly admitted in evidence, but that if it was admitted it was no evidence of the age of the child. As to the certificate of burial that only was evidence of the death of John the Pensioner, but although stating his age was no evidence of it. The certificate of military service was inadmissible altogether. The presumption of law was that a child born after wedlock was legitimate, but here there was no evidence at all of the date of the child's birth. The mere fact that a woman had a child and that at some time or other she was married, raised no presumption of the legitimacy of the child. The evidence of reputation had not been thoroughly threshed out, and they thought that it would be most desirable that there should be a jury at the new trial.—COUNSEL, *Sir R. E. Webster*, A.G., *H. J. Hopa*, and *Arthur Denman*; *Graham* and *Toller*. SOLICITORS, *Nichol & Maisty*; *Gedge, Kirby, & Co.*, for *Wright*, Leicester.

FURBER *v.* COBB—C. A. No. 1, 8th March.

BILL OF SALE—VALIDITY—COVENANTS "NECESSARY FOR MAINTENANCE OF SECURITY"—POWER TO SEIZE—BILLS OF SALE ACT, 1882, ss. 7, 9, 13—FORM IN SCHEDULE.

The question in this case was as to the validity of a bill of sale given as security for money. By the deed the grantor assigned to the grantees, who were auctioneers, the chattels specifically described in a schedule thereto, and which were stated to be then in a certain messuage. The grantor covenanted with the grantees that he would not remove the chattels, or any of them, from the premises where they then were, without the consent in writing of the grantees; that he would not permit the chattels, or any part thereof, to be destroyed or injured, or to deteriorate in a greater degree than they would deteriorate by reasonable use and wear thereof, and would, whenever any of them were destroyed, injured, or deteriorated, forthwith replace, repair, and make good the same. And it was agreed that, in case default should be made by the grantor in payment of the principal or interest, or any part thereof, or in the performance of any of the covenants thereinbefore contained on the part of the grantor, "all of which covenants are hereby declared to be necessary for the maintenance of the security hereby created," or if he should become a bankrupt, or suffer the chattels, or any of them, to be distrained for rent, rates, or taxes, or if the chattels mentioned in the schedule, or any of them, should be fraudulently removed from the premises on which the same were or should be, or if the grantor should not, without reasonable excuse, upon demand in writing by the grantees, produce his last receipts for rent, rates, and taxes, or if execution should have been levied against the chattels of the grantor under any judgment, in any of such cases it should be lawful for the grantees, without notice, immediately, or whenever they might think fit, to seize the chattels, and, after the expiration of five clear days, to sell the same, and to receive the proceeds of sale, and therewith, in the first place, to reimburse themselves the costs of such sale, "including therein the full charges and commission of the grantees as auctioneers, as if they were selling on behalf of the grantor," and, in the next place, to pay other costs and expenses, and to pay the principal and interest remaining due, and to account for the surplus to the grantor; provided always that the chattels thereby assigned should not be liable to seizure or to be taken possession of by the grantees for any cause other than those specified in section 7 of the Bills of Sale Act, 1882. Bowen, L.J., held that the covenant not to permit the chattels to be destroyed or injured, or to deteriorate, &c., was not necessary for the maintenance of the security, and that the bill of sale was void, because power was given to seize and sell the chattels on breach of that covenant.

THE COURT OF APPEAL (Lord ESHER, M.R., Sir JAMES HANNEN, and FRY, L.J.) dismissed the appeal, holding the bill of sale to be void, but on a different ground. Lord ESHER, M.R., held that the bill of sale either altered the legal effect of the statutory form, or that it was a puzzle and misleading. In either view the bill of sale was void. But he thought that the ground taken by Bowen, L.J., could not be maintained. Sir JAMES HANNEN agreed with Bowen, L.J., that the parties could not by agreement make a covenant "necessary for the maintenance of the security" which was not necessary. The court must, in each case, decide whether a particular covenant was necessary. The covenant must be necessary for the maintenance of the security created by the bill of sale, not for the maintenance of a "sufficient security" less than that agreed to be given. In the present case the security given was a number of articles of furniture liable to destruction or injury, and, if such destruction or injury should occur, the security would be *pro tanto* diminished. A covenant that the articles destroyed or injured should be replaced or repaired was, therefore, essentially necessary for maintaining the security agreed on. It was contended that a power to seize upon the destruction or deterioration of a single article was unnecessary. This argument was based on the assumption that the Act intended that a right of seizure might only be given for breach of a covenant necessary for maintaining a sufficient security, which, his lordship thought, was not the true construction. The possibility of hardship arising from the legal enforcement of the right to seize was guarded against by the proviso at the end of section 7, under which a judge might restrain the grantee from selling, if the grantor within five days after the seizure replaced the article or tendered its value. Again, it was said that it was not necessary for the maintenance of the security that the right to seize should arise if the grantee did not "forthwith" replace or repair the articles destroyed or deteriorated. If "forthwith" meant "within a reasonable time," it added nothing to the force of the words with which it was connected; if it imported some greater degree of expedition, his lordship thought it was necessary for maintaining the security agreed on that a portion of it, if lost, should be made good with as little delay as possible. He was, therefore, of opinion that the bill of sale was not vitiated by this covenant. He was also of opinion that the covenant not, without the consent of the grantees, to remove the chattels from the premises where they then were was necessary for maintaining the security, the fixing a place where the goods were to remain being part of the security agreed on. The grantee had a right to stipulate for this particular safeguard. The insurance against fire would probably be vitiated by the removal of the goods. It would not be a reasonable construction of the covenant to hold that it would be broken by removing the goods to save them from destruction by fire. And, if an innocent removal would be a breach of the covenant, and the grantees should seize for such a breach, the grantor could obtain relief under the proviso at the end of section 7. His lordship was, however, of opinion, on the authority of *Ex parte Stanford* (30 SOLICITORS' JOURNAL, 418, 17 Q. B. D. 269), that the bill of sale was void, because of the agreement that out of the proceeds of the sale of the chattels the grantees might retain their full charges and commission as auctioneers, as if they were selling on behalf of the grantor. This was a provision for securing to the grantees a larger advantage than they would have had if the statutory form had been followed; it was not a provision for the maintenance of the security, but a provision for obtaining to the grantees, in addition to that security, their trade profit as auctioneers by the sale. And, even if the proviso at the end of the deed could limit the effect of the previous covenants, which had been declared to be necessary for the maintenance of the security, the bill of sale would be calculated to mislead, and would be void on that ground. FRY, L.J., concurred. He was of opinion that the covenant to replace and repair any of the chattels destroyed or injured was "necessary for the maintenance of the security." The security was maintained only when the subject-matter of the charge and the grantees' title to that subject-matter were both preserved in as good plight and condition as at the date of the bill of sale. THE COURT said that, if necessary, they would give leave to appeal to the House of Lords.—COUNSEL, *Pollard, R. Vaughan Williams*, and *E. F. Hodge; Lumley Smith*, Q.C., and *Herbert Reed*. SOLICITORS, *R. Furber; Burgess & Cosens*.

Re MARSHFIELD, MARSHFIELD *v.* HUTCHINGS—Kay, J., 28th February and 11th March.

MORTGAGOR AND MORTGAGEE—ARREARS OF INTEREST—SALE BY MORTGAGEE UNDER POWER OF SALE—"DISTRESS, ACTION, OR SUIT"—STATUTES OF LIMITATION—3 & 4 WILL. 4, c. 27, s. 42—37 & 38 VICT. c. 57, s. 10.

The estate of a second mortgagee was being administered in the action, and his executors claimed from the first mortgagee £250, part of the proceeds of the sale of the estate, which had been sold by him under his power of sale, and which he insisted on retaining in respect of arrears of interest beyond the statutory limit of six years. The executors applied to the court for directions, and the first mortgagee agreed to appear and have the question determined on the summons.

KAY, J., said that this was not a distress, action, or suit by the first mortgagee to recover his interest, but rather a suit by the mortgagor against the mortgagee. The case came exactly within the decision of Kindersley, V.C., in *Edmunds v. Waugh* (14 W. R. 257, 1 Eq. 418), and he must hold that the first mortgagee had a right to retain more than six years' arrears of interest.—COUNSEL, *Phipson Beale; E. Beaumont; R. F. Norton; Church*. SOLICITORS, *Winckworth, Trollope, & Winckworth; Munns & Longden; Prior, Church, & Adams*, for *H. Salter Dickenson*, Poole, Dorset.

COOTE *v.* INGRAM—Chitty, J., 15th March.

R. S. C., 1883, XXXVI., 2—3—MODE OF TRIAL—RIGHT TO A JURY.

In this case a motion was made by the plaintiffs to discharge an order obtained in chambers by the defendant for a trial of the action before a jury. It appeared that the action was brought for an injunction and damages for infringement of literary copyright. On motion for an *interim* injunction, an undertaking had been given by the defendant. The defence alleged acquiescence, and also that publication of the words of songs did not constitute an infringement of registered copyright in words and music of songs. The defendant claimed an absolute right, under ord. 36, r. 6, to a jury, citing *Coles v. Civil Service Association* (32 W. R. 407) and *Fennessy v. Rabbits* (*ante*, p. 316). The plaintiffs contended that the effect of ord. 36, rr. 4 and 7a, was to give the court or judge a discretion, citing *The Temple Bar* (34 W. R. 68, 11 P. D. 6).

CHITTY, J., said that the question turned principally on the meaning and effect of ord. 36, rr. 4, 6, and 7a. The Court of Appeal appeared to to have held in *The Temple Bar* that the effect was that the right to a jury was preserved in those cases where such right existed previously to the passing of the Judicature Act, 1873, and a discretion was conferred on the court or judge in cases where the right to a jury did not previously exist. The Appeal Court decided that the words "in any other cause or matter" in rule 6, referred to causes or matters as specified in rule 4, which, previously to the Act of 1873, could, without any consent of the parties, have been tried without a jury. The case before him was one which, previously to the Act of 1873, could have been tried in the Court of Chancery by a judge alone, without any consent of the parties. He therefore held that the defendant had no such right as that which he claimed. He also held, in exercise of the discretion conferred by the rules on the court, that the present case was not one which should be tried before a jury, and he came to that conclusion independently of any such question as whether, in cases like the present, the burden of making out a case for trial before a jury lay with the party making the application for that mode of trial. On the old rule (ord. 36, r. 26, of the Rules of 1875) it was held in *Hunt v. Chambers* (30 W. R. 527, 20 Ch. D. 365) that the burden of proof lay with the party applying for a trial without a jury; but that case was, as observed in *The Temple Bar*, decided upon rules not now in force, and under a different state of rights of parties. But, as he understood the Lords Justices, rules 4 and 7a, when read together, did confer upon the court or judge discretion to direct a trial, either with or without a jury, in cases where there was no right to a jury before the Act of 1873, and that the new rules cast the burden of proof on the party asking for a jury—or, at all events, that the discretion of the court or judge was unfettered. He therefore discharged the order made in chambers, with costs to be costs in the action.—COUNSEL, *Romer*, Q.C., and *Eyre; Bramwell Davis*. SOLICITORS, *Wilkinson & Howlett; G. J. T. Barrett*.

WILLIAMSON *v.* FARNELL—North, J., 14th March.

SPECIAL POWER OF APPOINTMENT—VALIDITY OF EXERCISE—ATTEMPTED DELEGATION OF POWER TO APPOINT TO PERSONS NOT OBJECTS OF

ORIGINAL POWER—LIMITATION IN DEFAULT OF EXERCISE OF DELEGATED POWER.

In this case a question arose as to the validity of an exercise of a special power of appointment. A testator had, under a settlement, power to appoint certain property by deed or will among his children. By his will he made an appointment to his son R. for his life, and after his death in trust for the child or children of R., as he should by deed or will appoint, and in default of such appointment to R. absolutely. It was admitted that the delegation to R. of a power to appoint, and especially to appoint to persons not objects of the original power, was void, and the question was whether the limitation to R. in default of any exercise of the delegated power was also void. R. had not attempted to exercise the delegated power. The assignee in bankruptcy of R. claimed under the ultimate limitation to R. In opposition to his claim reliance was placed on the cases in which it has been held that, where the donee of a power makes an appointment to persons who are not objects of the power, and, subject to that appointment, makes an appointment to a person who is an object of the power, the ultimate appointment is void as well as the appointment to the persons not objects, on the ground that the donee, in making the appointment, intended that the ultimate appointment should take effect only after the appointment to persons not objects was exhausted: *Brudenell* v. *Elwes* (1 East, 442, 7 Ves. 382). On behalf of the assignee it was argued, that this rule does not apply when a mere power is limited to a stranger to appoint the fund, and in default of appointment the fund is given to objects of the original power, as in *Ingram* v. *Ingram* (2 Atk. 88). In answer to this reliance was placed on a passage in Sugden on Powers (8th ed., p. 515) as shewing that this exception does not apply when the delegated power is to appoint among strangers, because the intention of the donee is the ground on which limitations over to good objects, after limitations to strangers, are held to be void, and that principle applies as forcibly to a *power* to appoint among strangers as to a direct gift to them.

NORTH, J., held that the ultimate gift to R. was valid, notwithstanding the prior delegation of a power to appoint among strangers. The intention of the testator was that R. should take in default of an exercise of the delegated power, and that power was void and never could be validly exercised, and it had not in fact been exercised. In his lordship's opinion *Carr* v. *Atkinson* (14 Eq. 397) and *Webb* v. *Sadler* (8 Ch. 419) were authorities in favour of his conclusion. — COUNSEL, *Gifford*, Q.C., and *Follett*; *Cookson*, Q.C., and *Kingdon*; *Humber*. SOLICITORS, *Gregory, Rowcliffes, & Co.*; *Futvoye, Field, & Baker*; *Sewell & Edwards*.

BAGLEY *v.* SEARLE—Stirling, J., 12th March.

SPECIFIC PERFORMANCE—MOTION FOR JUDGMENT IN DEFAULT OF PLEADING—EVIDENCE.

Upon this matter, which was a motion for judgment in default of pleading in an action for specific performance, coming on for hearing,

STIRLING, J., stated that, since *De Jongh* v. *Newman* (W. N., 1887, p. 59) had been before him, he had looked into the matter, and had found that the practice in the different courts with regard to requiring the plaintiff to produce an affidavit in proof of his statement of claim was not uniform, and that, under these circumstances, he should not in future require such an affidavit.—COUNSEL, *Bissill*. SOLICITORS, *Gardiner & Son*.

Re RUDDIMAN'S TRUSTS—Stirling, J., 12th March.

PAYMENT OUT OF COURT—PETITION—SERVICE ON TRUSTEES DISPENSED WITH.

This was a petition for payment out of court and distribution of certain funds paid into court under the Trustee Relief Act. The fund had been paid into court upwards of thirty years ago, and the last survivor of the trustees who had paid it in had died in the year 1855. The legal personal representatives of that trustee could not be found, and the court was asked to dispense with service upon them. The case of *Re Bolton's Will* (18 W. R. 56) was cited in support of the application.

STIRLING, J., dispensed with service upon the representatives of the trustees.—COUNSEL, *Stokes*; *Ingle Joyce*; *MacSwinney*. SOLICITORS, *Arnold & Co.*; *Simpson, Hammond, & Co.*

SOPER *v.* ARNOLD—Kekewich, J., 15th March.

VENDOR AND PURCHASER—FORFEITURE OF DEPOSIT—PURCHASER'S FAILURE TO COMPLETE—WANT OF TITLE.

In this case a question arose whether vendors were entitled to retain a deposit paid to them by the purchaser on a contract for the sale of land, the purchaser having failed to complete, and the vendors having failed to make out a title. The plaintiff agreed to purchase some land from the defendants, and paid a deposit. The contract contained the usual conditions that, if any requisition were made with which the vendors could not comply, they should be at liberty to rescind, and that, if the purchaser failed to complete, the deposit should be forfeited and the vendors should be repaid all expenses to which they had been put. The purchaser took no substantial objections to the title, but he failed to complete the purchase, not having sufficient means to enable him to do so. The vendors accordingly put the property up for sale again, and a new purchaser was found, who took the objection that the power of sale under which the vendors purported to sell did not exist. A summons was thereupon taken out under the Vendor and Purchaser Act between the vendors and the new purchaser to decide the point, and Chitty, J., made an order declaring that a good title had not and could not be shewn. The plaintiff then commenced this action against the vendors to recover the deposit which he had paid upon the original contract; and he contended that, inasmuch as the vendors had no title, they had no right to retain the deposit, that the deposit had been paid upon the assumption that the vendors could make a good title. He relied upon *Want* v. *Stallibrass* (21 W. R. 685, 8 Ex. 175) and *Cooper* v. *Phibbs* (15 W. R. 1049, 2 H. L. 149). For the defendants it was urged that the purchaser, not having taken the objection and having failed to complete by his own default, the vendors were entitled to forfeit the deposit, as in *Howe* v. *Smith* (32 W. R. 802, 27 Ch. D. 89).

KEKEWICH, J., held that, inasmuch as the plaintiff's failure to complete arose entirely from his own inability to pay, and not from any objection to the title, he could not recover his deposit, and the action must be dismissed, with costs.—COUNSEL, *Warmington*, Q.C., and *Rigg*; *Barber*, Q.C., and *Vernon R. Smith*. SOLICITORS, *Granville Smith*, for *Hutchings*, Teignmouth; *Lovell, Son, & Pitfield*.

DAVIES BROS. & CO. *v.* DAVIES—Kekewich, J., 15th March.

COVENANT IN RESTRAINT OF TRADE—"SO FAR AS THE LAW ALLOWS"—REASONABLENESS.

In this case the question for the court was the meaning of a covenant in restraint of trade, couched in the following terms:—"The said James Davies to retire wholly and absolutely from the partnership, and, *so far as the law allows*, from the trade or business thereof in all its branches, and not to trade, act, or deal in any way so as to either directly or indirectly affect the said E. Davies and me, E. A. Davies." The facts were shortly as follows:—The plaintiff, E. A. Davies, and the defendant were brothers, and formerly carried on business, in partnership with their father, in Wolverhampton and London, as galvanizers and galvanized iron manufacturers. Disputes arose and a dissolution resulted, the plaintiff, E. A. Davies, and his father purchasing the defendant's share in the business by an indenture of the 11th of October, 1884, in which was contained the covenant in question above set out. A company subsequently bought the whole business. In 1885 the defendant commenced business in London as a galvanized iron merchant, and, as the plaintiff alleged, as galvanized iron manufacturer, in partnership with one W. S. Codner, who had travelled for the old firm, and they issued circulars and otherwise traded, as plaintiffs alleged, in breach of the covenant. This was an action to restrain the breach. The defence raised was that (1) the covenant was too vague to be binding; (2) was in general restraint of trade, and, on the facts, that there had been no breach, and that the plaintiff had acquiesced in the breaches (if any).

KEKEWICH, J., said all the authorities concurred that the doctrine as to these covenants was founded on public policy, but the remark of Burrough, J., in *Richardson* v. *Mellish* (2 Bing. 252) that "public policy was a very unruly horse, and when once you get astride of it you never know where it will carry you," was quite true. One thing was clear, and that was, that public policy varied with the habits, capacities, and opportunities of the public; hence the difficulty of deciding what was a reasonable restraint of trade. It had always been held that such a covenant, to be reasonable, must be limited as regards space, but not necessarily as to persons. The limit of time could seldom, if ever, be the basis of judgment. *Rousillon* v. *Rousillon* (28 W. R. 623, 14 Ch. D. 351) was a useful case, and clearly adopted the rule that a defendant alleging the invalidity of a contract on the ground that it is in restraint of trade has cast on him the burden of shewing it to be clear that the protection extends beyond what the plaintiffs' interests require. The authorities, in fact, came to this, that in order to be valid, a covenant in restraint of trade must be founded upon adequate, that was to say real, consideration; it must be partial in respect of space, and it must be reasonable. There was no question about the consideration in this case. Then was the covenant too vague? The vagueness, if any, was due to the words, "so far as the law allows." He thought it meant that James Davies should retire from the trade to the full extent that the doctrines of English law as interpreted by the High Court or the Court of Appeal, or, in the last resort, the House of Lords, would allow a man to contract himself out of the privilege of engaging in a particular trade or business. He was not called on to decide what were reasonable limits as regards space of a covenant such as that in question here; all he had to do was to say whether those reasonable limits included the place in which, according to the evidence, the defendant had been and was carrying on a business similar to that of the plaintiffs. An injunction would be granted to restrain the defendant from carrying on business at his present premises at Old-street, or otherwise trading, acting, or dealing so as directly or indirectly to affect the business in which he had formerly been a partner. Having regard to the importance of the case, and the way it had been got up and conducted, costs subsequent to reply would be on the higher scale.—COUNSEL, *Warmington*, Q.C., and *C. Walker*; *Barber*, Q.C., *Cook*, Q.C., and *Russell Roberts*. SOLICITORS, *Brooks & Jenkins*, for *Shelton, Walker, & Robinson*, Wolverhampton; *R. Chapman*.

FAWCETT *v.* URWIN—Q. B. Div., 11th March.

CONVEYANCE OF AFTER-ACQUIRED PROPERTY—FURNITURE IN FUTURE DWELLING-HOUSE—LIMITATION TO SETTLOR TILL BANKRUPTCY WITH GIFT OVER.

This was an interpleader issue which had been referred by a judge at chambers to the court. It arose out of an action in which the plaintiff recovered judgment against one Nesbit, who had been made a third party. On the sheriff proceeding to levy execution on the goods of Nesbit, a claim was made by two persons as the trustees of a settlement made by Nesbit prior to and in contemplation of his marriage. By this settlement he had conveyed to the trustees all the household effects in the house where he then resided, and all furniture which he should thereafter acquire and have in that house or in any other house which he and his

intended wife might inhabit. There was a proviso giving the trustees power, with the consent of the persons interested, to sell the furniture and buy other furniture, or invest the proceeds; the income to go to the husband for life, but so that, if he became bankrupt, the income should go to the wife and children. The goods seized by the sheriff were furniture acquired since the marriage, and in a house where the married couple had since the marriage come to live. The principal contention on the part of the execution creditor was that the words of the deed were not sufficiently specific to pass the goods seized by the sheriff: *Belding* v. *Read*, 13 W. R. 867, 3 H. & C. 955; *Clements* v. *Matthews*, 11 Q. B. D. 808, judgments of Brett, M.R., and Cotton, L.J.; *Official Receiver* v. *Tailby*, 35 W. R. 91, 18 Q. B. D. 25. It was also contended that the deed was void under 13 Eliz. c. 5, by reason of the husband having settled his own property on himself till his bankruptcy with a gift over.

THE COURT were divided in opinion on the principal point, but they were agreed that the deed was not void under the statute of Elizabeth. DAY, J., said that it was well-ascertained law that a right to property not in existence might be acquired by contract. Here there was a covenant by the husband that he would settle all after-acquired furniture coming on to the marital residence. The house was sufficiently specified to be ascertained, and so was the furniture. At any moment up to the seizure the trustees might have insisted on the husband executing a conveyance to them of this specific property. The case of *The Official Receiver* v. *Tailby* was a case of book-debts; and no doubt there was a vagueness about an assignment of book-debts; but there was no analogy between them and solid furniture. The claimants had acquired an equitable property in the furniture, and they were entitled to succeed. As to the second point, there was no fraud, and therefore the deed was not void under 13 Eliz. c. 5. All that could be said was that the limitation till bankruptcy was inconsistent with the Bankruptcy Acts. WILLS, J., said that, apart from authority, he should have thought the description of the furniture intended to be conveyed was sufficiently specific, and that there could be no difficulty in saying to what property the words of the deed applied. But he could not distinguish this case from the cases which had been cited, and in which words not less specific than these had been held to be insufficient. He thought, therefore, that the property remained in the settlor, and did not pass to the claimants. As to the second point, the deed was not wholly void, but only as against a trustee in bankruptcy, and here there had been no bankruptcy.—COUNSEL, *Macaskie*; *Eustace Smith*. SOLICITORS, *Williamson, Hill, & Co.*; *Worthington, Evans, & Blaxland*.

CASES AFFECTING SOLICITORS.

MACDOUGALL *v.* KNIGHT—C. A. No. 2, 17th March.

SOLICITOR—NEGLIGENCE—LIABILITY FOR OMISSION TO PROCURE INVESTMENT OF MONEY—"CARRIAGE OF ORDER"—CHANCERY FUNDS RULES, 1874, R. 37.

In this case an important question was raised as to the jurisdiction of the court to enforce the liability of a solicitor for a loss occasioned by the non-investment of a sum of money in pursuance of an order, and as to the construction of rule 37 of the Chancery Funds Rules of 1874. That rule provides that "when an order . . . directs the carrying over of money or securities in court, or the investment . . . . of money in court, or of dividends to accrue on securities in court, the Chancery Paymaster may defer giving effect to such direction until a request in writing to give effect thereto has been left at the Chancery Pay Office; but it shall be the duty for the person having the carriage of such order . . . to leave it and such request at the Chancery Pay Office without unnecessary delay." In March, 1883, the plaintiff obtained *ex parte* an *interim* order for an injunction on the terms of his lodging £500 at the bank "to the credit of a chancery *ex parte* account," and this sum was lodged by him accordingly. On the 19th of April, 1883, he moved for an injunction, and the court made no order on the motion, "except that the question of the right to any damages to be paid by the plaintiff to the defendants and the question of the costs of this motion be specially reserved until judgment in this action. And it is ordered that the plaintiff, on or before the 5th of May, 1883, do all necessary acts, pursuant to rule 31 of the Chancery Funds Rules, 1874, for the purpose of having the sum of £500, lodged by him at the bank, transferred by him into court to the credit of this action, and that such sum, when so transferred, be invested in Consols to the credit of the action to an account to be entitled 'Security for damages (if any) to be awarded to be paid to defendants.' And it is ordered that the dividends, as they accrue due on the said amount, be from time to time invested in like annuities." After this order had been drawn up, the defendants' solicitors sent it (*i.e.*, the original of it) to the plaintiff's solicitor to enable him to procure the transfer of the £500 into court in accordance with the order. The transfer was duly made, but the money was not invested, and this omission was not discovered for several years, and, on the discovery, the defendants' solicitors procured the investment to be made. So far as could be ascertained, the plaintiff's solicitor, when he took the original order of the 19th of April, 1883, to the paymaster's office, left with it a request for the transfer, but did not leave any request for the investment. In November, 1886, the plaintiff took out a summons asking a declaration that the defendants' solicitors were liable to make good the loss of interest which had resulted from the non-investment. North, J., refused the application. On the appeal it was contended by the plaintiff that the defendants' solicitors had the "carriage" of the order of the 19th of April, within the meaning of rule 37, and were therefore liable for its non-investment, and the case of *Batten* v. *Wedgwood Coal and Iron Co.* (31 Ch. D. 346, 30 SOLICITORS' JOURNAL, 181) was relied on as shewing that the court had jurisdiction to enforce the liability in this way, and at the instance of the plaintiff. In that case, on the application of the receiver by summons in a representative debenture-holders' action, Pearson, J., ordered the solicitor of the plaintiff to make good a loss which had resulted from the non-investment of a sum of money in accordance with an order of the court.

THE COURT OF APPEAL (COTTON, LINDLEY, and LOPES, L.JJ.) affirmed the decision. COTTON, L.J., was of opinion that the plaintiff's solicitor was the person who had the "carriage" of the order of the 19th of April within the meaning of rule 37. It was the duty of the plaintiff to carry into effect that part of the order which related to the transfer of the £500. It was clearly the duty of the plaintiff's solicitor to leave with the paymaster the original order and a request for the transfer, in order that the transfer might be carried out, and it would be unreasonable to say that, when he had the order for this purpose and left it at the paymaster's office, he should divide the request into two parts and ask only for the transfer, and not for the investment of the money. This disposed of the appeal, and his lordship would not enter into the question how far *Batten* v. *The Wedgwood Coal and Iron Co.* ought to be followed, and how far, independently of that decision, the court had jurisdiction to make a solicitor liable in this way. It was to be observed, however, that in that case the solicitor was acting for other persons as well as the plaintiff. His lordship must not be considered as in any way assenting to the view of Pearson, J., or as expressing any opinion on the point. LINDLEY, L.J., said that when the appeal was opened he was somewhat startled. It struck him as extraordinary that a plaintiff should apply to enforce a liability of the defendants' solicitor. But, when rule 37 was looked at, there appeared to be some foundation for the application until the facts were ascertained. When they were ascertained it was clear that the plaintiff's solicitor, not the defendants' solicitors, had the "carriage" of the order, and there was an end of the case. LOPES, L.J., said that the £500 could not be transferred without the plaintiff's solicitor having the order in his possession, and the order was sent to him for that purpose. When he had the order in his possession for that purpose he had the "carriage" of it, and he ought to have requested, not only the transfer of the £500, but also its investment and the accumulation of the dividends.—COUNSEL, *Byrne*. SOLICITORS, *H. H. Myer*; *Torr & Co.*

SOLICITOR STRUCK OFF THE ROLLS.

14th March—ALFRED PARK (East Retford).

CRIMINAL LAW CASES.

REG. *v.* GIBSON—5th March.

PRACTICE—HEARSAY EVIDENCE OF IDENTITY—OTHER EVIDENCE OF IDENTITY—NO OBJECTION BY PRISONER'S COUNSEL TILL AFTER SUMMING UP—CONVICTION QUASHED.

This case raised the important question whether evidence in a criminal case improperly received, but not objected to by the prisoner's counsel at the time it was given, vitiated the verdict. The case was stated by the deputy-chairman of the General Quarter Sessions of the West Derby Hundred of the county of Lancaster. The prisoner was indicted for unlawfully and maliciously wounding Thomas Simpson. The prisoner and prosecutor had had an altercation outside a public-house, and the offence was committed shortly afterwards, as the prosecutor and others on their way home were passing the prisoner's house, when the prosecutor was struck with a stone coming from the direction of the prisoner's house. The prisoner was seen to enter his house after the prosecutor was struck. The prosecutor stated, but not in answer to any specific question put to him, "Immediately after I was struck by the stone a lady going past, pointing to the prisoner's door, said, 'The person who threw the stone went in there.'" No objection was taken to this evidence at the time. It was further in evidence that, with the aid of a police constable, the prisoner's house was forcibly entered after admission had been refused, and the only persons found inside were the prisoner and his father, who was drunk and asleep on the sofa, and that when the prisoner was brought outside the witness who saw him enter his house said, "That's the man who threw the stone." There was no evidence as to who the lady who made the observation was, and she was not called as a witness, nor was there any direct evidence to shew that the prisoner did or could hear what she said. In summing up, the judge directed the jury's attention, among other matters, to the evidence as to the words uttered by the lady. After he had summed up the case the jury retired to consider their verdict. After the jury had retired the prisoner's counsel contended (1) that the evidence as to the said words uttered by the woman was not admissible inasmuch as the said words were not proved by the prosecution to have been uttered in the presence or hearing of the prisoner. (2) That the evidence as to the said words uttered by the woman should be withdrawn from the consideration of the jury. (3) That the fact that counsel did not ask immediately after the evidence as to the said words uttered by the woman had been given that the said evidence should be struck out, or raise any objection to the same before the jury retired, could not be allowed to prejudice the prisoner in a criminal case. The judge held that the objections were made too late. The case further stated that there was ample evidence of identification against the prisoner other than the evidence as to the statement objected to. The jury found the prisoner guilty. It was argued on behalf of the prosecution that it was too late to object after the evidence was once received; at all events the court ought not to set aside the verdict where there was, as here, ample other evidence on

which the prisoner might have been convicted. No one appeared for the prisoner.

THE COURT (Lord COLERIDGE, C.J., POLLOCK, B., STEPHEN, MATHEW, and WILLS, JJ.) held that the conviction must be quashed. A different rule could not obtain between criminal cases and that which formerly held in civil cases, and which it required an Act of Parliament (the Judicature Act) to alter—namely, that the reception of the least bit of evidence which was not admissible was ground for a new trial. It was admitted that the words were not shewn to have been, and probably were not, uttered in the hearing of the prisoner, and the evidence was, therefore, inadmissible. The case stated that it was left to the jury by the judge. The prisoner was convicted on evidence partly legal and partly not. In a civil case this would formerly have been sufficient ground for a new trial, and although there could be no new trial in a criminal case the verdict must be set aside. The fact that counsel had not objected to the evidence at the time could make no difference, as it was the duty of the judge so far to protect the prisoner as to see that no evidence which the law does not permit was given against him. The rule must be the same whether the prisoner is defended or not, and if the prisoner had had no counsel it could not have been doubted that he would not have been prejudiced by omitting to object to the evidence till after the summing up.—COUNSEL, *C. L. Shand.* SOLICITOR, *Woodcock*, Wigan.

REG. v. RILEY—5th March.

CRIMINAL LAW—ADMISSIBILITY OF EVIDENCE—ATTEMPT TO COMMIT RAPE—CONSENT—PREVIOUS CONNECTION—EVIDENCE TO REBUT DENIAL OF PROSECUTRIX.

This was a case stated by the chairman of the Quarter Sessions for the Hundred of Salford, in the county of Lancaster, on the trial of the prisoner charged with an assault with intent to commit a rape, and also with an indecent assault and a common assault. The defence was consent by the prosecutrix, who was thirty years of age; and she was cross-examined as to previous repeated voluntary acts of connection with the prisoner, which she denied. Counsel for the defence wished to call witnesses to prove these acts, but the court refused to allow them to be called, and the prisoner was convicted of the attempt to commit rape. The important question was raised as to whether the court was right in rejecting the evidence. Counsel for the prosecution contended that, as the cases shewed that evidence of connection with men other than the prisoner was inadmissible, the principle of those cases covered the present case.

THE COURT (Lord COLERIDGE, C.J., POLLOCK, B., STEPHEN, MATHEW, and WILLS, JJ.) held that the conviction must be quashed on the ground that the evidence was admissible. Cases had been cited shewing that evidence to prove that the prosecutrix had had connection with men other than the prisoner was inadmissible, and, although it was sometimes hard on the prisoner, there was reason and good sense in rejecting such evidence, as otherwise an unchaste woman would have no protection against the assault of any man, however clear the evidence might be against him. But evidence of previous connection with the prisoner went directly to the very point at issue—consent. Taking the case of a woman having lived with a man for two or three years without marriage: suppose she denied the fact in a case like the present. Could it be contended for a single moment that it was not material? It was not a mere question of character, but direct evidence of the relationship between the prisoner and prosecutrix, and to exclude it would be revolting to common sense and common justice.—COUNSEL, *Addison*, Q.C. SOLICITOR, *S. F. Butcher*, Bury.

EVANS v. THE LONDON AND NORTH-WESTERN AND GREAT WESTERN RAILWAY COS.—Liverpool County Court, 25th February.

INTEREST ON COMPENSATION AWARDS IN RESPECT OF LANDS INJURIOUSLY AFFECTED—3 & 4 WILL. 4, c. 42. s. 28.

The question in this case was whether interest can be recovered in an action on an amount found to be due to the plaintiff by a jury summoned by the sheriff under section 68 of the Lands Clauses Consolidation Act, 1845 (8 Vict. c. 18), in respect of lands injuriously affected within the meaning of that section.

Judge COLLIER said:—In *Caledonian Railway Co.* v. *Carmichael* (2 Sc. App. 56) Lord Westbury says, "Interest can be demanded only in virtue of a contract express or implied, or by virtue of the principal sum of money having been wrongfully withheld and not paid on the day when it ought to have been paid." In *Pigott* v. *Great Western Railway Co.* (18 Ch. D. 146) Jessel, M.R., says, "That, under the ordinary rules applicable to the sale of an estate, where the vendor has shewn his title, the purchaser pays interest from the time at which he might prudently have taken possession, supposing it to have been offered him, that is the time when good title was shewn." But in my opinion the decisions I have quoted are not applicable to the present case, for here there has been no contract of sale. The railway companies acquire nothing; all they do is to "injuriously affect" the land, for which the owner asks for compensation. In *Hilhouse* v. *Davis* (1 M. & S. 169) it was held that, where a sum of money had been awarded by a jury summoned under certain local Acts to assess the compensation to be paid to certain persons for an injury sustained by them as the occupiers of certain property, and an action had been brought to recover the sum so awarded, the jury could, by their verdict, give interest on such sum. This case was decided in 1813, and, of course, long before the passing of the Lands Clauses Consolidation Act. The judges in that case seem not to have doubted that the verdict of the first jury established the claimant's title. Lord Ellenborough (who expresses great doubt as to the correctness of his decision throughout his judgment) remarks upon the strange omission in the Act to give power to award execution on the finding of the first jury, and he afterwards says it cannot properly be called a judgment, it being rather a statutable ascertainment of damages. Le Blanc, J., says:—"The rule of law is affirmative that where a sum is ascertained and judgment afterwards pronounced thereon in a court of record, if an action of debt be brought on that judgment, the jury may give interest by way of damages for the detention of the debt. The only question is whether this may be assimilated to the case of an action on a judgment, and I think it fairly may." But in the case of *Reg.* v. *London and North-Western Railway Co.* (3 E. & B. 443) it was held that the jury, under section 68 of the Lands Clauses Act, had not power to inquire into the right of the claimant, but must assess the damages on the assumption that it existed. The finding of the sheriff's jury and the record of that finding, therefore, are, under the authority of the case I have just cited and by which I consider myself bound, in no sense equivalent to a judgment of a competent court in the claimant's favour. All the claimant can do is to bring an action for the sum found, in which action, in order to succeed, he would have to make out his title. As interest in this case could not, in my opinion, be claimed under the ordinary rules applicable to sale and purchase of lands or as a sum found to be due upon a judgment, it must be payable, if it be payable at all, by the authority of some statute, and it was contended that it was payable under 3 & 4 Will. 4, c. 42, s. 28; but I do not think that that statute is applicable to the present case, for the sum found by the jury was not a debt or sum certain payable at a certain time or otherwise, for the verdict did not, according to the case of *Reg.* v. *London and North-Western Railway Co.*, establish to whom the money was to be paid. It was contended that the defendants having afterwards, by paying the amount awarded to the plaintiff without an action having been brought, admitted that he was the person to whom it was due, had thereby admitted that the finding of the jury that the money was payable to him was correct, and that this brought the transaction within the words of 3 & 4 Will. 4, c. 42; but in my opinion the defendants' payment of the compensation to the plaintiff does not affect the case. They need not wait till an action is brought, but, having satisfied themselves that the plaintiff is the right person to be paid, may pay him. This, however, does not confer on the verdict of the sheriff's jury any virtue which it had not before. That verdict could not establish the person to whom the compensation should be paid, and therefore could not make the compensation a debt or sum certain payable to anybody. I therefore think, for the reasons I have stated, that the claim to interest in this case has not been made out as being due according to the ordinary rules observed between the vendors and purchasers of land, or as being due under 3 & 4 Will. 4, c. 42, or as being due under the authority of *Hilhouse* v. *Davis*. But, even if interest were recoverable by law, I doubt whether, in this case, I could hold, on the evidence before me, that defendants were liable to pay it. It is true that, in their letter of the 18th of October, the plaintiff's solicitors ask for the amount of the award and interest, and in the reply of the defendants' solicitor of the 20th he says: "As soon as the amount of costs is ascertained, I purpose arranging for the amount thereof, together with the sum awarded by the jury, to be paid to you," which undoubtedly looks as if they had made up their minds that the plaintiff was the right person to whom the award should be paid, but, in their letter of the 20th of December, in which they say they will complete the matter the next day, they add: "You will, of course, have the title-deeds ready to produce." That means, as I read the letter, that they will be prepared to complete if plaintiff shews his title, and this, I think, is always an understood condition. There may be other evidence to shew that the defendant companies were satisfied, or ought to have been satisfied, before, and the plaintiff's counsel, at the hearing, intimated that such evidence would be forthcoming, if required; but, as I do not think interest is recoverable in the case, I do not think it necessary to call for evidence. On such as is before me I could not find that any interest could be claimed. For the reasons above stated I nonsuit the plaintiff.

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

ANNUAL MEETING FOR 1887 TO BE HELD IN LONDON.

The following circular has been issued to those London members of the Law Society who have not sent in guarantees towards defraying the expenses of the entertainments to be given in June next:—

We are directed to inform you that, in response to the circular issued in February last, the members of the society who have guaranteed ten guineas each, and whose names are annexed, form a grand committee for carrying the arrangements for the proposed entertainments into effect, and they have already appointed an executive committee of their body for that purpose.

The subscription list is not yet closed, and we are desired to state that the names of those gentlemen who are willing to guarantee ten guineas will be placed on the grand committee. Those who guarantee five guineas, although not becoming members of the grand committee, will also be entitled to take part in the proceedings.—We are, dear Sir, yours faithfully, E. W. WILLIAMSON and S. P. B. BUCKNILL, hon. secs.

[A first list of names of guarantors is appended.]

SPECIAL GENERAL MEETING.

The following circular has been issued:—

"In pursuance of a resolution passed at an Adjourned Annual General Meeting of the Incorporated Law Society on the 15th of July, 1881, to the effect that meetings of the society should be held in January and April, a Special General Meeting of the members of the society will be held in the hall of the society on Friday, the 29th of April, 1887.

"Members who may wish to move resolutions should send copies of them to the secretary not later than the 30th of March. Notices of the proposed motions will afterwards be sent to each member of the society.

"By order,

(Signed) E. W. Williamson, Secretary.

"March 17."

The following circular has been issued by the Incorporated Law Society to all the solicitors in England and Wales:—

"His Royal Highness the Prince of Wales, as President of the proposed Imperial Institute of the United Kingdom, the Colonies, and India, which is to be the national memorial of the completion of fifty years of her Majesty's reign, has caused a letter to be addressed to the president of this society under date of the 15th of February, of which a copy is enclosed.

"The council of this society have great pleasure in responding to the suggestion contained in the letter referred to, and they invite the hearty co-operation of all members of the solicitor branch of the legal profession in contributing to the Imperial Institute funds as a testimony of the respect and affection which they entertain for her Majesty.

"It will be gratifying to the council to be the medium of collecting and conveying these contributions to the Imperial Institute, and in order to secure that the subcriptions shall be as numerous as possible, they propose to limit the amount of each subscription to two guineas.

"I enclose a form for adoption by intending subscribers, and I invite you to return the same to me with the amount of your subscription filled in.

"As it is desired to pay over the total amount to the Institute at the earliest possible moment, I shall be obliged if you will accompany your reply with a remittance for the amount which you subscribe.

"The remittance by this society to the organizing secretary of the Imperial Institute of the amount subscribed, will be accompanied by a detailed list of the several contributors and of the amounts severally subscribed."

EQUITY AND LAW LIFE ASSURANCE SOCIETY.

Annual General Meeting.

The annual general meeting of this society was held on Tuesday at the society's house, No. 18, Lincoln's-inn-fields, under the presidency of Mr. J. Moxon Clabon, the chairman. The report which was laid before the meeting stated that total assurances had been granted during the past year amounted to £392,787 under 293 policies, of which sum £376,024 had been retained at risk, and the rest reassured. The new premiums had amounted to £13,633 12s. 5d., of which £819 5s. had been paid away on reassurances, leaving a net receipt of £12,814 7s. 5d. It was satisfactory to observe that the net new renewable premiums had again shewn an increase over those of the previous year. The renewal premiums, amounting to £135,466 9s. 4d., after deducting re-assurances, shewed an increase—namely, £1,482 10s. 3d.—over those of last year. In addition to this amount the sum of £3,322 12s. had been received in commutation of future payments. The amount received for interest and dividends was £68,412 18s. 6d., being in excess of the corresponding item in last years accounts by £1,413 13s. 10d. The total funds now amounted to £2,070,021 4s. 10d., being an increase in the year of £7,423 13s. 1d. The claims in the year had amounted with bonus to £160,172 8s. Although this sum was beyond the expectation, yet, if the claims of the preceding year were taken into consideration, the amount paid in the two years corresponded closely with the sum expected. The investments, excluding the reversions, produced an average rate of interest of £4 9s. 2d. per cent. per annum. Several reversions had fallen in or been redeemed during the year, yielding a profit to the society of £11,184 16s. The directors had to regret the loss by death of one of their members, Mr. Dunster. Mr. Rooper, having resigned the office of solicitor to the society, the directors, in accepting his resignation, had expressed their high opinion of the value of his services, and of the efficient manner in which he had conducted its legal affairs. They had appointed Mr. Maximilian G. Rooper and Mr. George Levinge Whately to be his successors.

The Chairman moved the adoption of the report. He observed that he had had the honour of occupying the chair at these meetings for a great many years, and he had been able to tell them each year that the year had been a prosperous one. He was able to say so again on the present occasion. He could not say that the year had been quite so prosperous as some of the former years; but still he was happy to know that the society stood very high indeed in the scale of insurance offices. It was not for him to compare the office with others, but if they would look at the gradual progress of the office and the business done he would venture to say that there were very few offices, if any, which could compete with them. The first evidence of prosperity was in the annual premiums—he would set aside single premiums. The prosperity of an office greatly depended upon how these new premiums were kept up. If it had no new premiums of course it would by degrees come to be only paying claims as deaths occurred, and would go down to nothing. But the Equity and Law Life kept progressing. The new policies brought them premiums, and the board hoped it would be long before there would be claims in respect of them. Last year there had been £11,999 of new annual premiums, and this year there were £12,483, a clear increase. The new single premiums did not show so well; but the board did not care greatly about these. The new annual premiums had increased from £133,900 to £135,400. The claims this year had been unusually heavy. Whereas last year they had amounted to £112,000, this year they had been £159,000. But if the two years were taken together it would be found that whilst the expectation was £272,000 the actual claims had been but £271,000. Therefore in the two years the deaths had about equalled the expectation. It must be remembered, too, that when the deaths came rather heavily from old lives dropping off that the office had had their premiums for many years, and for a longer time than had been expected. A great many of the deaths which had occurred this year had been of very old lives, and the actual increase above the expectation must be taken at only eight and a half per cent., whereas in some years the society had added £70,000 or £80,000 to the amount in hand; this year they had added only 7,000, simply because of the heavy claims. Another reason was that the society no longer granted annuities, and whilst, of course, they continued to pay them, they did not get anything from this source in the shape of receipts. But an office which had £2,070,000 in hand must be doing pretty well, and it was only about thirty-five years old. This was about the best evidence of substance that could possibly be given. There was no doubt that in the past the prosperity of the office had in a small degree resulted from the falling in of reversions before the time that they were naturally expected to fall in. This year the increase in this respect had not been very large, but it was substantial—viz., £11,000. The directors had had an anxious year, and he might venture to tell them that, going on he hoped in the way of progress, they had appointed a committee whose report he believed would conduce to simplifying the conduct of the business. There were questions as to claims on suicide and whole-world policies with regard to which the board thought they could make some improvement, and these were now being considered. They were matters which did not in any way affect the future profits of the society except that more persons might be attracted to come and insure with them. He had received a letter from the deputy-chairman regretting that it was impossible for him to be present to-day. His duties as Vice-Chancellor of the Duchy of Lancaster prevented him from being with the board as often as he could wish; but he (the chairman) was happy to feel that the society had with them a man of standing and of stamp; and he could bear testimony to the readiness with which the deputy-chairman gave his assistance when any difficulty occurred.

Mr. Thompson Powell seconded the motion.

The Chairman, in reply to Mr. Bloxam, said that the new annual premiums last year were £11,999, and the new single premiums £1,200, which would make £13,000. This year the new annual premiums were £12,400, and the single premiums £300, making £12,700, therefore less than last year; but the new annual premiums shewed an increase over those of last year.

The report was unanimously adopted.

The Chairman said their dear old friend, Mr. Dunster, had died during the year, and it was necessary to appoint a director in his place.

On the motion of Mr. Rackham, seconded by Mr. H. W. Broughton, Mr. Edward Walmisley was elected, and briefly returned thanks.

The Chairman said that on former occasions they had gone out of the usual course, and elected one more director than their ordinary number, though no number was fixed by the deed, and it was therefore within their power to do so. Mr. Rooper had been their solicitor for many years, and the board had accepted his resignation with regret, and thought they could not do better, as some token of their appreciation of the way in which he had served the society, than to ask the meeting to elect him to a seat on the directorate.

Mr. R. J. P. Broughton seconded the motion, which was carried *nem. con.*

Mr. Rooper having returned thanks,

On the motion of Mr. R. J. P. Broughton, seconded by Mr. C. B. Dimond, the retiring directors, Mr. Justice Kay, Mr. Powell, Mr. Russell, and Mr. Maples, were re-elected.

On the motion of Mr. A. Bird, Mr. Boodle and Mr. Church, the retiring auditors, were re-appointed.

The Chairman moved a vote of thanks to Mr. G. W. Berridge, the actuary and secretary, and the staff, speaking in high terms of their services, and mentioning, besides Mr. Berridge, Mr. Bellamy and Dr. E. Symes Thompson, the medical officer.

Mr. Deverell seconded the motion, also referring to the value of the assistance given by the staff.

The motion was carried, and the Secretary returned thanks.

Votes of thanks to the directors and to the auditors were carried, and the thanks of the meeting to the chairman terminated the proceedings.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' SOCIETIES.

Law Students' Debating Society.—March 14—Chairman, Mr. J. D. Crawford.—The subject for discussion was, "Is it desirable to continue the Coal and Wine Dues?" Mr. J. C. Wheeler opened the debate in the negative, followed by Messrs. G. A. Riddell and Woolcombe. The affirmative was supported by Messrs. F. H. Stapley, A. C. Buckmaster, E. Todd, and W. E. Elmslie. The question was decided in the negative by a majority of one vote. There were twenty-six members present.

United Law Students' Society.—March 14.—Chairman, Mr. Lazarus.—The subject for discussion was "The present Divorce Laws." Mr. Williams

opened by advocating greater facilities for obtaining a decree *nisi*, and was supported by Messrs. Richardson and Abrahams. In the absence of Mr. W. J. Bull, Mr. Rawlinson opposed, and was followed by Messrs. Goodall, Lowther, and Kains-Jackson. Mr. Williams replied, and his motion being put was carried, but by the narrow majority of two votes.

NEW ORDERS, &c.

THE SPRING ASSIZES.

The usual Orders in Council, issued in pursuance of the Spring Assizes Act, 1879, are published in the *London Gazette* of the 11th inst. The first directs that the jurisdiction of the Central Criminal Court at any session held or continued in the Central Criminal Court district in the months of April and May shall extend to such parts of the county of Surrey as are not now included in the district. The other orders direct that the counties of Cumberland and Westmoreland shall be united as Spring Assize County No. 1, the assizes to be held at Carlisle; the Northern and Salford divisions of Lancashire as Spring Assize County No. 2, the assizes to be held at Manchester; the North and East Riding division and the West Riding division of Yorkshire and the county of the city of York as Spring Assize County No. 3, the assizes to be held at Leeds; the counties of Lincoln and Nottingham and the county of the town of Nottingham as Spring Assize County No. 4, the assizes to be held at Lincoln; the counties of Derby, Leicester, and Rutland, and the borough of Leicester as Spring Assize County No. 5, the assizes to be held at Derby; the counties of Northampton, Bedford, and Buckingham as Spring Assize County No. 6, the assizes to be held at Northampton; the counties of Norfolk and Suffolk and the county of the city of Norwich as Spring Assize County No. 7, the assizes to be held at Ipswich; the counties of Huntingdon and Cambridge as Spring Assize County No. 8, the assizes to be held at Chesterton (Cambridge); the county of Herts and that portion of Essex not included in the Central Criminal Court district as Spring Assize County No. 9, the assizes to be held at Hertford; the county of Sussex, the county of the city of Canterbury, and that portion of Kent not included in the Central Criminal Court district as Spring Assize County No. 10, the assizes to be held at Lewes; the counties of Berks and Oxford as Spring Assize County No. 11, the assizes to be held at Reading; the counties of Gloucester and Monmouth as Spring Assize County No. 12, the assizes to be held at Gloucester; the counties of Salop and Stafford as Spring Assize County No. 13, the assizes to be held at Stafford; the counties of Southampton, Wilts, and Dorset as Spring Assize County No. 14, the assizes to be held at Winchester; the counties of Devon and Cornwall as Spring Assize County No. 15, the assizes to be held at Exeter; the county of Somerset and the county of the city of Bristol as Spring Assize County No. 16, the assizes to be held at Taunton; the counties of Montgomery, Merioneth, Carnarvon, Angelsea, Denbigh, and Flint as Spring Assize County No. 17, the assizes to be held at Carnarvon; the counties of Glamorgan, Carmarthen, Pembroke, Cardigan, Brecknock, and Radnor, the county of the borough of Carmarthen, and the town and county of Haverfordwest as Spring Assize County No. 18, the assizes to be held at Swansea; the county of Northumberland and the city and county of the city of Newcastle-on-Tyne as Spring Assize County No. 19, the assizes to be held at Newcastle; and the counties of Hereford and Worcester as Spring Assize County No. 20, the assizes to be held at Worcester.

THE EXTRADITION ACTS.

The text of a treaty for the mutual extradition of fugitive criminals entered into with Russia under the provisions of the Extradition Acts, 1870 and 1873, is published in the *London Gazette* of the 11th inst. The treaty, which may be terminated by either country at any time on giving six months' notice of its intention to do so, comes into force at the end of ten days from the date of publication. The following are the crimes and offences for which extradition is to be granted:—"1, Murder, or attempt, or conspiracy to murder; 2, manslaughter; 3, counterfeiting or altering money, or uttering counterfeit or altered money; 4, forgery, counterfeiting, or altering or uttering what is forged, or counterfeited, or altered; 5, embezzlement or larceny; 6, malicious injury to property if the offence be indictable; 7, obtaining money or goods by false pretences; 8, crimes against bankruptcy law; 9, fraud by a bailee, banker, agent, factor, trustee, or director, or member, or public officer of any company, made criminal by any law for the time being in force; 10, perjury, or subornation of perjury; 11, rape; 12, carnal knowledge, or any attempt to have carnal knowledge, of a girl under sixteen years of age; 13, indecent assault; 14, administering drugs or using instruments with intent to procure the miscarriage of a woman; 15, abduction; 16, child stealing; 17, kidnapping and false imprisonment; 18, burglary or housebreaking; 19, arson; 20, robbery with violence; 21, maliciously wounding or inflicting grievous bodily harm; 22, threats by letter, or otherwise, with intent to extort; 23, piracy by law of nations; 24, sinking or destroying a vessel at sea, or attempting or conspiring to do so; 25, assaults on board a ship on the high seas, with intent to destroy life, or to do grievous bodily harm; 26, revolt, or conspiracy to revolt, by two or more persons on board a ship on the high seas against the authority of the master; 27, dealing in slaves in such a manner as to constitute a criminal offence against the laws of both States. Extradition is also to be granted for participation in any of the aforesaid crimes, provided such participation be punishable by the laws of both the contracting parties. Extradition may also be granted, at the discretion of the State applied to, in respect of any other crime for which, according to the laws of both the contracting parties for the time being in force, the grant can be made."

LEGAL NEWS.

OBITUARY.

Mr. Joseph St. John Yates, barrister, many years a judge of county courts, who died at his residence, Wellbank, near Sandbach, on the 2nd inst., in his seventy-ninth year, was the eldest son of Mr. Joseph Yates, barrister, of Peel, Lancashire, and grandson of Mr. Justice Yates. He was born in 1808, and he was educated at the Charterhouse and at Christ Church, Oxford. He was called to the bar at the Inner Temple in Easter Term, 1835, and he practised for twelve years on the Northern Circuit. He acted as a commissioner of bankrupts, and he was also for several years judge of the Glossop Small Debts Court, and deputy-steward of the Manor and Forest of Macclesfield. In 1847, on the passing of the first County Courts Act, he was selected by Lord Cottenham to be judge of Circuit No. 9, which includes Stockport, Macclesfield, and several other towns in Cheshire. He discharged his judicial duties with great ability, and he retired on a pension after thirty-five years' service in 1883, when he was succeeded by Mr. Thomas Hughes, Q.C. Mr. Yates was a magistrate for Lancashire, Cheshire, and Derbyshire. He was was married to the fourth daughter of Mr. David Scott, of Brotherton, Kincardineshire. His eldest son, Mr. Joseph Maghull Yates, was called to the bar at the Inner Temple in Hilary Term, 1869, and practises on the Northern Circuit.

Mr. William Carruthers, of Liverpool, who died at his residence in that city on the 3rd inst., after a sudden hemorrhage, in his fifty-first year, was the sixth surviving son of the late Mr. George Carruthers, of Lancaster, in which town he was born and served his articles of clerkship. Mr. Carruthers was admitted in Michaelmas Term, 1858, and shortly afterwards settled in Liverpool, entering into partnership with the late Mr. Thomas Toulmin, and at the time of his death was practising in partnership with Mr. Lewis Ward. Mr. Carruthers was twice married, and has left four children surviving. The deceased gentleman had recently returned from a sea voyage, taken for the benefit of his health, in the unfortunate vessel, *The Locksley Hall*, which was, owing to a collision, sunk in the Mersey on the 27th ult., when he narrowly escaped with his life. It is thought that the consequent shock in a great measure contributed to his sudden demise. His remains were interred at the Haybrick-hill Cemetery, Birkenhead, on the 7th inst.

Mr. William Adam Hulton, barrister, many years a judge of county courts, who died on the 28th ult., at the age of eighty-four, was the eldest son of Mr. Henry Hulton, of Preston, and was born in 1802. He was called to the bar at the Inner Temple in Trinity Term, 1827. He was formerly a member of the Northern Circuit, and he acted for several years as assessor to the sheriff of Lancashire. On the passing of the County Courts Act, 1846, he became judge of county courts for circuit No. 6 (which includes Liverpool and St. Helens), and a few years later he was transferred to circuit No. 4, which includes Preston, Blackburn, and other large manufacturing towns. He was for many years the senior county court judge; but about a year ago he resigned his appointment on account of failing health and strength. Mr. Hulton was a magistrate and deputy-lieutenant for Lancashire. He was married in 1831 to the youngest daughter of Mr. Edward Gorst, of Preston. He was buried on the 5th inst.

APPOINTMENTS.

Mr. George Ley Bodilly, solicitor (of the firm of Trythall & Bodilly), of Penzance, has been elected Coroner for that borough in succession to Mr. John Roscorla, resigned. Mr. Bodilly was admitted a solicitor in 1880.

Mr. Alfred Townshend Corbold, solicitor, of Ipswich, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. Walter Strachan, solicitor, of Bristol, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. Joseph Herbert Mere, solicitor, of Bangor, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. Charles Edward Lewis, solicitor, M.P., has been created a Baronet. Sir C. Lewis is the 3rd son of the Rev. George William Lewis. He was born in 1825, and he was educated at St. Saviour's Grammar School, Southwark. He was admitted a solicitor about the year 1848, and he was for several years the head of the firm of Lewis, Munns, & Longden, of Old Jewry. Mr. Lewis was M.P. for the borough of Londonderry from November, 1872, till November, 1886, when he was unseated on petition. He was returned for the Northern Division of the county of Antrim about a month ago.

Mr. Samuel Crossley, solicitor (of the firm of Darley & Crossley), of Blackburn, has been appointed a Commissioner to administer Oaths in the Chancery Court of Lancashire.

Mr. Arthur James Beauchamp, solicitor (of the firm of Allen & Beauchamp), of Worcester, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. Thomas Tucker, solicitor, Devereux-buildings, Devereux-court, and of Epsom, has been appointed Solicitor to the United Legal Building Society. Mr. Tucker was admitted a solicitor in 1879.

Mr. Arthur Weston, solicitor (of the firm of Weston & Barnes), has been elected Town Clerk of the newly-incorporated borough of Brackley. Mr. Weston was admitted a solicitor in 1864, and he is clerk to the county

magistrates and the Commissioners of Taxes at Brackley, and coroner for the Western District of Northampton.

Mr. HENRY HAWKES, solicitor (of the firm of Hawkes & Weekes), of Birmingham, has been appointed a Magistrate for that borough. Mr. Hawkes was admitted a solicitor in 1846. He is coroner for Birmingham, and he is also a magistrate for Worcestershire.

Mr. FRANCIS WILLIAM LOWE, solicitor, of Birmingham, has been appointed a Magistrate for that borough. Mr. Lowe was admitted a solicitor in 1876.

Mr. CHARLES WESTON LANGLEY FLUX, solicitor (of the firm of Flux, Son, & Co.), of 3, East India-avenue, has been appointed a Commissioner to take Affidavits and examine witnesses in the Supreme Court of the Colony of the Cape of Good Hope.

Mr. J. W. BILLINGHURST, of 7, Bucklersbury, who has been for very many years the vestry clerk of St. Mildred, Poultry, and St. Mary, Colechurch, has been appointed Clerk and Solicitor to the Joint Vestry of the Parishes of St. Margaret, Lothbury, St. Christopher-le-Stocks, St. Bartholomew, Exchange, St. Olave, Jewry, St. Martin, Pomeroy, St. Mildred, Poultry, and St. Mary, Colechurch, such parishes having been recently united for ecclesiastical purposes under the Union of Benefices Act.

PARTNERSHIPS DISSOLVED.

HENRY HEARN, GEORGE FREDERIC WELLINGTON LANGDON, and THOMAS RISLEY HEARN, solicitors, Buckingham. March 1.

SAMUEL BRIGHT WILLIAMS and ALFRED KERWOOD, solicitors (Amphlett, Williams, & Kerwood, and Amphlett & Co.), Redditch and Birmingham. December 31. The said Alfred Kerwood will in future carry on the business on his own account. [*Gazette*, March 11.]

WILLIAM WIGHTWICK and ALFRED HENRY GARDNER, solicitors (Wightwick & Gardner), Folkestone. March 1. The said William Wightwick retiring, the said Alfred Henry Gardner will continue the said business under the present style or firm of Wightwick & Gardner.

[*Gazette*, March 15.]

GENERAL.

The *Times* says that a proposal has been made that if a man dies without a will and without children his widow shall have at least £500 where his estate exceeds that value, and that where it does not then the whole estate shall go to her. In the Bill which has been brought into Parliament for this purpose by Mr. Ambrose, Q.C., M.P. for the Harrow Division, a charge for the £500 is given to the widow on the real and personal estate until the sum is paid with 4 per cent. As between the real and personal representatives this charge is to be borne in proportion to the values of the real and personal estates respectively. In estimating the value of the real estate a fee simple is to be taken upon the basis of 20 years' purchase of the annual value at the time of the owner's death as determined for purposes of the property tax. Of course the gross amount of any mortgage or annuity is to be deducted. And in estimating the personal estate a deduction is to be made of debts and liabilities, &c. This provision for a widow is intended to be entirely additional to the share in the residue that she gets under the present law.

In the House of Commons on the 10th inst., in answer to Mr. P. Stanhope, Mr. Jackson said:—It is difficult to state precisely the sum which has been estimated and included in the Civil Service Estimates for 1887-8 for fees on contentious business to law officers of the Crown in England, Scotland, and Ireland over and above official salaries. The sums are included under the items of law charges in various estimates and are based upon the average of preceding years modified by the most recent experience. Perhaps it will best answer the hon. member's purpose if I tell him the average amounts paid to each officer in the three years, 1883-4 to 1885-6, as shown by the Appropriation Account. The figures are as follows:—The Attorney-General, £3,010; the Solicitor-General, £2,018; the Lord Advocate, £349; the Solicitor-General for Scotland, £180; the Attorney-General for Ireland, £4,717; the Solicitor-General for Ireland, £2,566.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 1.	Appeal Court No. 2.	Mr. Justice KAY.	Mr. Justice CHITTY.
Mon., Mar. 21	Mr. Leach	Mr. Bea	Mr. Ward	Mr. Godfrey
Tuesday ... 22	Godfrey	Pugh	King	Leach
Wednesday 23	King	Beal	Ward	Godfrey
Thursday.. 24	Ward	Pugh	King	Leach
Friday 25	Clowes	Beal	Ward	Godfrey
Saturday... 26	Pemberton	Pugh	King	Leach
		Mr. Justice NORTH.	Mr. Justice STIRLING.	Mr. Justice KEKEWICH.
Monday, March 21	Mr. Jackson	Koe	Mr. Carrington	Mr. Pemberton
Tuesday 22			Lavie	Clowes
Wednesday..... 23	Jackson	Koe	Carrington	Pemberton
Thursday 24			Lavie	Clowes
Friday 25	Jackson	Koe	Carrington	Pemberton
Saturday 26			Lavie	Clowes

WINDING UP NOTICES.

London Gazette.—FRIDAY, March 11.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CENTRAL SUGAR FACTORIES OF BRAZIL, LIMITED.—North, J., has, by an order dated March 1, appointed Mr. Alan Lambert, 9, St. Helen's pl, to be official liquidator

ELECTRIC PAINT REMOVER CO., LIMITED.—Petn for winding up, presented March 10, directed to be heard before Kay, J., on Saturday, March 19. Harrison, Uhancery lane, solor for petners

EQUITABLE PLATE GLASS INSURANCE CO., LIMITED.—Petn for winding up, presented Feb 28, directed to be heard before Kay, J., on March 19. Roberts, Essex st, Strand, solor for petners

HERMANN LOOG, LIMITED.—North, J., has, by an order dated Feb 24, appointed John Francis Clarke, 41, Coleman st, to be official liquidator. Creditors are required, on or before April 20, to send their names and addresses, and particulars of their debts or claims, to the above. Wednesday, May 18, at 1, is appointed for hearing and adjudicating upon debts and claims

SHEFFIELD MORTGAGE AND ESTATES CO., LIMITED.—Petn for winding up, presented March 10, directed to be heard before North, J., on Saturday, March 19. Church & Co, Bedford row, agents for Fernell, Sheffield, solor for petner

UNION CEMENT CO., LIMITED, OF THE CITY AND COUNTY OF NEWCASTLE-UPON-TYNE.—Petn for winding up, presented March 10, directed to be heard before Chitty, J., on Saturday, March 19. Nash & Co, Queen st, agents for McAnulty, Newcastle-upon-Tyne, solor for petners

VICTORIA SPINNING CO. OF DROYLSDEN, LIMITED.—Petn for winding up, presented March 8, directed to be heard before Chitty, J., on March 19. Grundy & Co, Southampton bldngs, Chancery lane, solors for petners

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

VICTORIA SPINNING CO. OF DROYLSDEN, LIMITED.—Petn for winding up, presented March 4, directed to be heard before the Vice-Chancellor at St. George's Hall, Liverpool, on Friday, March 18, at 11. Addleshaw & Warburton, Manchester, solors for petner

UNLIMITED IN CHANCERY.

BOLTON EXCHANGE ROOMS.—The Vice-Chancellor has, by an order dated Feb 15, appointed Peter Kevan, of Bolton, to be official liquidator

London Gazette.—TUESDAY, March 15.

LIMITED IN CHANCERY.

BOOTHORPE COLLIERY CO., LIMITED.—Stirling, J., has, by an order dated Feb 26, appointed Howard Samuel Smith, Bennett's hill, Birmingham, provisionally official liquidator

BRITISH EMPIRE MATCH CO., LIMITED.—By an order made by Kay, J., dated March 5, it was ordered that the company be wound up. Morris, Walbrook, solor for petner

B. HYAM & SON, LIMITED.—Petn for winding up, presented March 12, directed to be heard before Chitty, J., on Saturday, March 26. Montagu, Bucklersbury, solor for petners

DEVONSHIRE COPPER CO., LIMITED.—Creditors are required, on or before April 2, to send their names and addresses, and particulars of their debts or claims, to Benjamin Newstead, 77, Gresham st. Tuesday, April 19, at 12, is appointed for hearing and adjudicating upon debts and claims

LAND CORPORATION OF ENGLAND, LIMITED.—Bn an order made by Kay, J., dated March 5, it was ordered that voluntary winding up of corporation be continued. Wild & Co, Ironmonger lane, Cheapside, solors for petners

SOUTHEND-ON-SEA AND DISTRICT AUXILIARY RAILWAYS AND CARRIAGE CO., LIMITED.—By an order made by Chitty, J., dated Feb 12, it was ordered that the company be wound up. Broad & Co, Laurence Pountney lane, solors for petner

STANDARD ELECTRIC LIGHT AND POWER CO., LIMITED.—By an order made by Chitty, J., dated Feb 12, it was ordered that voluntary winding up of company be continued. Morley & Shirreff, Gresham House, solors for petner

THOMAS BISHTON, LIMITED.—By an order made by Stirling, J., dated March 5, it was ordered that the voluntary winding up be continued. Smiles & Co, Bedford row, agents for Duignan & Elliot, Walsall, solors for petner

YSTALYFERA GAS CO, LIMITED.—By an order made by Stirling, J., dated March 5, it was ordered that the company be wound up. Wilkins & Co, Gresham House, solors for petner

FRIENDLY SOCIETIES DISSOLVED.

EAST END SELF-HELP FRIENDLY SOCIETY, Race Horse Inn, Abingdon sq, Northampton. March 7

CREDITORS' NOTICES.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, March 1.

HANSON, THOMAS, Dalton, nr Huddersfield, Innkeeper. March 25. Garthwaite v Hanson, Chitty, J. Batley, Huddersfield

London Gazette.—FRIDAY, March 4.

TAYLOR, CHARLES, Devonshire st, Lisson grove, Licensed Victualler. April 8. Taylor v Taylor, Chitty, J. London, Wych st, Strand

London Gazette.—TUESDAY, March 8.

KEELING, ENOCH BASSETT, Tokenhouse bldgs, Bank, Architect. April 2. Merton v Keeling, Chitty, J. Digby, Coleman st

NOTICES TO CREDITORS UNDER TRUSTEES RELIEF ACT, for insertion in the *London Gazette* or any newspaper, should be sent to Harrison and Sons, Publishers *London Gazette*, 45, St. Martin's-lane, W.C. The *Gazette* is published every Tuesday and Friday.—[ADVT.]

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, March 8.

ALVIN, FREDERICK, Horseydown lane, Southwark, Gent. March 31. Sandilands & Co, Fenchurch avenue

ATKIN, CATHARINE, Liverpool. April 11. Goffey & Co, Liverpool

ATTER, JOHN MORLAND, Hastings. April 9. Meddows & Elliott, Hastings

BACK, WILLIAM MERCER, Scarborough, Gent. April 19. Turnbull & Co Scarborough

BARKER, HENRY, Leeds, Butcher. April 30. Harland, Leeds

BELOE, SUSANNAH, Gravesend. March 25. Mitchell, Gravesend

BENNS, GEORGE, Denmark hill, Camberwell, Gent. April 1. Cronin, Sourhampton st, Bloomsbury

BERNARD, HENRY MATTHEW, Portswood, Southampton, Paymaster, R.N. April 16. Coxwell & Pope, Southampton

BORRMAN, FREDERICK FELIX, Walpole st, Chelsea, Gent. April 12. Brown, Lincoln's inn fields

CASTLE, CHARLES, Stapleton, Gloucester, Esq. April 4, Cochrane, Bristol

COTTON, WILLIAM, Loughborough, Machine Builder. May 2. Deane and Hands Loughborough

DAVENPORT, SARAH, Bury, Lancaster. April 2. Grundy, Bury
DIXON, HENRY, Brompton sq, Major 1st Dragoons. April 9. Cavell, Waterloo place
ELLIOTT, JAMES, Hindley, Lancaster, Corn Merchant. April 11. Bryan, Hindley
ELLIS, CHARLES, Rodmell, nr Lewes, Esq. April 30. Hillman, Lewes
FOX, MARTHA, Bradford. April 30. Rhodes, Bradford
FRIEND, MARY, Brampton, nr Carlisle. March 29. Ryley, Bolton
FRODSHAM, FREDERICK, Liverpool, Solicitor. April 11. Payne & Frodsham Liverpool
GAMON, WILLIAM JUPP, Northiam, Sussex, Gent. April 1. Stephens & Son, Chatham
GASKELL, JOHN ROOTH, Liverpool, Gent. April 11. Payne & Frodsham, Liverpool
HARGREAVES, MARY, Rochdale. March 19. Brierley & Hudson, Rochdale
HOLMES, ALICE, Pendleton, Lancaster. April 8. Gaunt & Lingard, Manchester
HUGHES, Sir WALTER WATSON, Fan ct, Chertsey, Knight. April 18. Torr & Co Bedford row
JONES, RICHARD, Hendafarn Corris, Merioneth, Innkeeper. April 4. Rowlands, Machynlleth
KING, ELIZABETH, Stroud, Gloucester. June 11. Witchell, Stroud
MARSHALL, GEORGE, New Basford, Nottingham, Gent. March 23. Norman, Nottingham
MATTHEWS, HENRY, Middleton, Lancaster, Innkeeper. April 8. Mellor, Oldham
MCGRATH, FRANCES JANE, Down, Sussex. April 16. Fullagar & Hulton, Bolton le Moors
MERCER, CHARLES ALEXANDER, Surrey st, Strand, Gent. April 23. Woodbridge & Sons, Clifford's inn, Fleet st
PEEL, CHARLES, Aberdeen rd, Croydon. April 25. Rowland & Co, High st, Croydon
PRIDEAUX, ELIZABETH, Upper Gloucester pl. April 9. Hanbury & Co, New Broad st
PRITCHARD, GEORGE PARROCK, Eccleshall, Stafford, Innkeeper. April 15. Cooper & Yates, Eccleshall
PULLEN, WILLIAM JOHN SAMUEL, Torquay, Vice Admiral. April 12. Chandler, Bishopsgate st Within
REYNOLDS, GEORGINA JANE, Southsea. April 9. Hellard & Son, Portsmouth
RHODES, ANN, Bradford. April 30. Rhodes, Bradford
RHODES, JOSEPH, Bradford, Jeweller. April 30. Rhodes, Bradford
ROWLAND, WILLIAM HENRY, Tavistock rd, Croydon. April 30. Rowland & Co, High st, Croydon
RYDER, THOMAS BROMFIELD, Bransford, Worcester, Gent. April 5. Mann & Rooke, Manchester
SPILSBURY, GEORGE, Stafford, Solicitor. March 31. Spilsbury, Stafford
WHITE, ROBERT, Morchard Bishop, Devon, Watchmaker. April 2. Gould Exeter
WYNDHAM, CHARLES WADHAM, Wimborne, Dorset, Gent. April 9. Cobb & Smith, Salisbury

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, March 11.

RECEIVING ORDERS.

ALLEN, WILLIAM, Totnes, Devon, Licensed Victualler. East Stonehouse. Pet March 8
ASHBURN, JOHN, Kingston upon Hull, Lighterman. Kingston upon Hull. Pet March 9
BONTOFT, JOSHUA SEYMOUR, Boston, Lincoln, Auctioneer. Boston. Pet March 9. Ord March 9
BOWDEN, HEDLEY CHARLES, Cornwall rd, Brixton Hill, Grocer's Assistant. High Court. Pet March 7
BRISSENDEN, THOMAS, Maidstone, Baker. Maidstone. Pet March 8
BROOKES, JOHN, Whittington, Worcester, Innkeeper. Worcester. Pet Feb 19
BULLERWELL, JOHN, Scotswood, Northumberland, Licensed Victualler. Newcastle on Tyne. Pet March 9
CLEMENTS, JOSEPH GEORGE, Camberwell rd, Zinc Worker. High Court. Pet Dec 22
COATES, THOMAS, Hutton Wansley, Yorks, Farmer. York. Pet March 9
COLLINS, JOHN, Reading, Milliner. Reading. Pet March 7
COOPER, CHARLES THOMAS, Mayall rd, Brixton, Tobacconist. High Court. Pet March 7
COX, EDMOND LEY, residence unknown, Gent. High Court. Pet Dec 9
CUTTING, WALTER, Lynn rd, Sutton, late Publican. Croydon. Pet March 5
CROFTS, JAMES, Lenton Boulevard, Nottingham, Dealer in Timber. Nottingham. Pet March 7
DACOMBE, ALBERT, Wimborne Minster, Dorsetshire, Cabinet Maker. Poole. Pet March 7
DALE, THOMAS, Stafford, Fishmonger. Stafford. Pet Mar 9
DAVEY, JAMES, South Killingholme, Lincolnshire, Farmer. Great Grimsby. Peb 25
DAVIS, JOHN STEVENS, Bristol, Baker. Bristol. Pet March 7
EDWARDS, GEORGE, Lucy rd, Bermondsey, Licensed Victualler. High Court. Pet March 9
ELDRIDGE, WILLIAM EDWARD, Tonbridge, Kent, Grocer. Tunbridge Wells. Pet March 7
EYKYN, LLEWELLYN, Sevenoaks, Licensed Victualler. Tunbridge Wells. Pet March 7
FORSTER, JOHN WATSON, Orrell, Lancs, Provision Merchant. Wigan. Pet Mar 7
FRANKLIN, JAMES HENRY, Leicester, Hosiery Manufacturer. Leicester. Pet Feb 24
GILL, JOSHUA WILLIAM, Sandown, I.W., Grocer. Newport and Ryde. Pet Feb 23
GODLONTON, WILLIAM HENRY, Kingsland rd, Blind Manufacturer. High Court. Pet March 8
GOULDEN, ROBERT, and JOHN HODY JAMES, Manchester, Calico Printers. Manchester. Pet March 8
GRAY, BENJAMIN, Edgware rd, Solicitor. High Court. Pet Feb 24
HARKER, FRANCIS COLQUHOUN, Carlisle, Innkeeper. Carlisle. Pet March 9. Pet March 9
HARLING, THOMAS THICKETT, Dewsbury, Yorks, Temperance Hotel Keeper. Dewsbury. Pet March 8
HARRIS, THOMAS WILLIAM, Bartholomew rd, Camden rd, Jeweller. High Court. Pet March 9
HOLLIDAY, WILLIAM, Overston rd, Hammersmith, Cheesemonger's Assistant. High Court. Pet March 7
HOLLINGSWORTH, ATKINSON, Scunthorpe, Linc, Builder. Great Grimsby. Pet March 7
HOLME, JAMES, Bolton, Cowkeeper. Bolton. Pet March 9. Ord March 9
HUNT, SAMUEL, Hassocks, Sussex, Builder. Brighton. Pet March 8. Ord March 8
JOEL, JUDAH, Brighton, Fine Art Dealer. Brighton. Pet Feb 23. Ord March 7
JOYNES, ALFRED EMMANUEL, Nottingham, Estate Agent. Nottingham. Pet Feb 18
KING, JOSEPH, Milford Haven, Grocer. Pembroke Dock. Pet March 8
LINNELL, THOMAS COOKE, Brixton hill, Ironmonger. High Court. Pet March 9
LAMB, JOHN, Gt Yarmouth, Boat Owner. Gt Yarmouth. Pet Mar 9
LEE, JOHN, Manchester, Jeweller. Manchester. Pet Mar 5
LLOYD, RICHARD, Newtown, Mont, Saddler. Newtown. Pet Mar 8
MADDOX, WILLIAM, Walsall, Cowkeeper. Walsall. Pet Mar 7
MARCHANT, HENRY THOMAS, Semley, Wilts, Innkeeper. Salisbury. Pet Mar 8
MARLOR, MARY JANE, Ashton under Lyne, Chemist. Ashton under Lyne and Stalybridge. Pet Mar 8. Ord Mar 8
MINTON, HAMPDEN A, and WILLIAM A C MINTON, Manchester, Warehousemen. Manchester. Pet Feb 22
MORGAN, JOHN, Swansea, Agent. Swansea. Pet Feb 16
O'NEILL, JOHN, Aldershot, Draper. Guildford and Godalming. Pet Mar 8
POWIS, HENRY JOHN, and JOHN POWIS, Redland, Bristol, Blindmakers. Bristo Pet Mar 8. Ord Mar 8
PRESTON, JOHN, Newport, Salop, Hay Dealer. Stafford. Pet Feb 25
PURDUE, JOSEPH, Hyson green, Nottingham, Elastic Web Manufacturer. Nottingham. Pet Feb 21
SCHLESINGER, MAX EDWARD, Finsbury sq, Builder. High Court. Pet Feb 17. Ord March 7
SPENCE, THOMAS SAMUEL, residence unknown, Financial Agent. High Court Pet Jan 31. Ord March 7
SHELDON, JOHN, Stockport, Lancs, Jeweller. Stockport. Pet March 9
SQUIRE, CHARLES, Middlesborough, Grocer. Stockton on Tees and Middlesborough. Pet March 8
STUBBS, CHRISTOPHER, Newport, Mon, Tobacconist. Newport, Mon. Pet March 7
WILKIE, ROBERT IVO, Nottingham, Builder. Nottingham. Pet March 7
WOOD, JOHN, Shirley, Southampton, Butcher. Southampton. Pet March 8
WRAIGHT, GEORGE FOORD, Leatherhead, Surrey, Draper. Croydon. Pet March 8
WRIGHT, JOSEPH, Darlaston, Stafford, Grocer. Walsall. Pet Feb 23

The following amended notice is substituted for that published in the London Gazette of March 1.

OLDACRES, ANN, Brownsfield's Farm, nr Lichfield, Farmer. Walsall. Pet Feb 25

FIRST MEETINGS.

ALAIS, ALFRED CLARENCE, Beauclere rd, Hammersmith, Engraver. Mar 18 at 2.30. 33, Carey st, Lincoln's inn
ASHMAN, HENRY JOHN, Glastonbury, Somerset, Auctioneer. Mar 22 at 11. Welsh & Sons, Solors, Wells
BARHAM, THOMAS, Tuffley, Glos, Farmer. Mar 19 at 3. Off Rec, 15, King st, Gloucester
BASHAM, ROBERT, Marchmont st, Bloomsbury, Grocer. Mar 18 at 11. 33, Carey st, Lincoln's inn
BENNETT, JAMES, Storey's gate, St James's pk, Auctioneer. Mar 18 at 12. 33, Carey st, Lincoln's inn
BONTOFT, WALTER SEYMOUR, Spalding, Lincolnshire, Veterinary Surgeon. Mar 19 at 12. County Court, Peterborough
BOWES, THOMAS, Bradford, Coal Merchant. Mar 19 at 3.30. Off Rec, 31, Manor row, Bradford
BRISSENDEN, THOMAS, Maidstone, Baker. March 22 at 3. Off Rec, Week st, Maidstone
BROOKES, JOHN, Whittington, Worcestershire, Innkeeper. March 19 at 11. Off Rec, Worcester
BULLERWELL, JOHN, Scotswood, Northumberland, Licensed Victualler. March 23 at 11. Off Rec, Pink lane, Newcastle on Tyne
CHAMBERS, ARTHUR, Blackburn, Hosier. March 18 at 2.30. County Court, Blackburn
COATES, THOMAS, Hutton Wansley, Yorks, Farmer. March 22 at 12. Off Rec, 17, Blake st, York
DACOMBE, ALBERT, Wimborne Minster, Dorsetshire, Cabinet Maker. March 21 at 12.30. Off Rec, Salisbury
DAVIS, JOHN STEVENS, Cotham, Bristol, Baker. March 21 at 12.30. Off Rec Bank chmbrs, Bristol
DAW, PHILIP, Stourport, Worcestershire, Builder. March 25 at 2.30. Mr. Miller Corbet, Solicitor, Kidderminster
FIELDING, THOMAS, Lombard st, Managing Director of Fielding Brothers. March 23 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
FINCH, JOSEPH BURNETT, Girdler's rd, West Kensington, Esq. March 21 at 12. 33, Carey st Lincoln's inn
FORSTER, JOHN WATSON, Haligate, Wigan, Provision Merchant. March 21 at 2.45. Off Rec, Ogden's chbrs, Bridge st, Manchester
FRANKLIN, JAMES HENRY, Leicester, Hosiery Manufacturer. March 21 at 12.30. 28, Friar lane, Leicester
FROUD, JOHN, Owslebury, nr Winchester, Builder. March 19 at 3. Off Rec, 4, East st, Southampton
GANDY, MAURICE, Liverpool, Manager. March 22 at 2. Off Rec, 35, Victoria st, Liverpool
GODBOLD, GEORGE, Lambeth Walk, Butcher. March 18 at 2.30. 33, Carey st, Lincoln's inn
HARLING, THOMAS THICKETT, Dewsbury, Yorks, Temperance Hotel Keeper. March 18 at 4. Off Rec, Bank chbrs, Batley
HAYWOOD, CHARLES F., Newington Causeway, Managing Director. March 22 at 2.30. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
HAYWOOD, DANIEL W. H., Newington Causeway, Managing Director. March 22 at 2. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
HOLME, JAMES, Bolton, Cowkeeper. March 23 at 3. 16, Wood st, Bolton
HOLMES, LIONEL GEORGE PEYTON, Shirehampton, Glos, Medical Practitioner. March 19 at 12. Off Rec, Bank chbrs, Bristol
JORDAN, WILLIAM HENRY, Rothwell, Yorks, Farmer. March 18 at 11. St. Andrew's chbrs, 22, Park row, Leeds
METCALFE, WILLIAM AUSTIN, Plowden bldgs, Barrister at Law. March 18 at 11. 33, Carey st, Lincoln's inn
MORGAN, JOHN, Swansea, Agent. March 21 at 11. Off Rec, 6, Rutland st, Swansea
OCKENDEN, EDMUND JURY, Hove, Builder. March 21 at 12. Off Rec, 4, Pavilion bldngs, Brighton
OLDACRES, ANN, Brownsfield's Farm, nr Lichfield, Farmer. March 19 at 12.15. Swan Hotel, Lichfield
OUTON, CHARLES RICHARD SMITH, Newhaven, Sussex, General Dealer. March 19 at 11.30. Star Hotel, Lewes
OSBORNE, JOSEPH, Liversedge, Yorks, Fuller. March 18 at 3. Off Rec, Bank chbrs, Batley

PADGHAM, ROBERT APPLETON, Beastfair, Pontefract, Tailor. March 18 at 11. Off Rec, Southgate chbrs, Southgate, Wakefield

PETERS, PHŒBE, Portslade, Sussex, Baker. March 18 at 3. Off Rec, 4, Pavilion bldgs, Brighton

POWIS, HENRY JOHN, and JOHN POWIS, Redland, Bristol, Blind Makers. March 22 at 12.30. Off Rec, Bank chbrs, Bristol

PURDUE, JOSEPH, Hyson green, Nottingham, Elastic Web Maker. Mar 18 at 11. Off Rec, 1, High pavement, Nottingham

RAWLINGS, JOHN, Sedgley, Staffs, Builder. Mar 29 at 10.15. Off Rec, Dudley

RAWLINGS, THOMAS ALFRED, Sedgley, Staffs, Builder. Mar 29 at 10.15. Off Rec, Dudley

SEVERS, HENRY, Middlesborough, Builder. Mar 22 at 11. Off Rec, 8, Albert rd, Middlesborough

STREET, CAPTAIN, Bradford, Revolving Shutter Maker. Mar 18 at 3. Off Rec, 31, Manor row, Bradford

STUBBS, CHRISTOPHER, Maindee, Mon, Tobacconist. Mar 21 at 12. Off Rec, 19, Tredegar pl, Newport, Mon

WHERRY, JAMES, Clee, Lincolnshire, Farm Foreman. Mar 23 at 12. Off Rec, 3, Haven st, Gt Grimsby

WRIGHT, JOSEPH, Darlaston, Staffs, Grocer. Mar 21 at 11. Off Rec, St Peter's close, Wolverhampton

The following amended notice is substituted for that published in the London Gazette of March 4.

YOUNG, FRANK, Hyson green, Nottingham, Draper. Mar 19 at 12. Off Rec, 1, High pavement, Nottingham

ADJUDICATIONS.

BARNARD, CHARLES WILLIAM, Cheltenham, Grocer. Cheltenham. Pet Feb 21. Ord March 8

BERRY, WILLIAM, Gt St Helens, Merchant Shipper. High Court. Pet Dec 8. Pet March 8

BONTOFT, JOSHUA SEYMOUR, Boston, Lincoln, Auctioneer. Boston. Pet March 8. Ord March 9

BRINDLEY, THOMAS TAIT, Southampton bldgs, Holborn, Mining Agent. High Court. Pet Jan 15. Ord March 8

BRISSENDEN, THOMAS, Maidstone, Baker. Maidstone. Pet March 7. Ord March 8

BURT, HENRY CHARLES, Sturminster Marshall, Dorset, Grocer. Poole. Pet Feb 16. Ord March 8

BUTLER, CHARLES, Cambridge rd, Mile End, Club Proprietor. High Court. Pet Oct 20. Ord March 7

COOPER, CHARLES THOMAS, Mayall rd, Brixton, Tobacconist. High Court. Pet March 7. Ord March 9

EBERSBERG, Count HENRY VON LEESNER, Cannon st, Chemist. High Court. Pet Dec 21. Ord Feb 21

EINEBERG, JOSEPH HYMAN, and LOUIS FREEDMAN, Great Eastern st, Shoreditch, Furniture Dealers. High Court. Pet Jan 28. Ord March 7

FORSTER, JOHN WATSON, Wigan, Provision Merchant. Wigan. Pet March 7. Ord March 8

HAINSWORTH, ALBERT SWAINE, Bradford, Worsted Spinner. Bradford. Pet Feb 22. Ord March 9

HARKER, FRANCIS COLQUHOUN, Carlisle, Innkeeper. Carlisle. Pet March 9. Ord March 9

HOLLINGSWORTH, ATKINSON, Scunthorpe, Lincolnshire, Builder. Great Grimsby. Pet March 3. Ord March 7

HOLME, JAMES, Bolton, Lancashire, Cowkeeper. Bolton. Pet March 9. Ord March 9

JAMES, SARAH ANN, Treharris, Glamorganshire, Grocer. Merthyr Tydfil. Pet March 3. Ord March 5

JOEL, JUDAH, Brighton, Fine Art Dealer. Brighton. Pet Feb 22. Ord March 7

LAMB, JOHN, Great Yarmouth, Boat Owner. Great Yarmouth. Pet March 9. Ord March 9

LEWIS, JOHN, Mitcham, Surrey, Gardener. Croydon. Pet Feb 15. Ord March 7

MADDOX, WILLIAM, Walsall, Cowkeeper. Walsall. Pet March 7. Ord March 8

O'NEILL, JOHN, Aldershot, Draper. Guildford and Godalming. Pet March 8. Ord March 8

PARTRIDGE, WALTER ROBINSON, Walton on the Naze, Licensed Victualler. Colchester. Pet Feb 22. Ord March 9

PEGLER, FREDERICK URIAH, Swansea, Ironmonger. Swansea. Pet March 2. Ord March 8

PLAYER, OCTAVIUS R., Bath, Hay Dealer. Bath. Pet Feb 23. Ord March 8

POGGI, WILLIAM ERNEST, Great Crosby, nr Liverpool, Wine Merchant. Liverpool. Pet Feb 19. Ord March 9

RAWLINGS, JOHN, Sedgley, Stafford, Builder. Dudley. Pet Feb 25. Ord March 7

RAWLINGS, THOMAS ALFRED, Sedgley, Stafford, Builder. Dudley. Pet Feb 25. Ord March 7

REES, DANIEL, New Swindon, Tea Dealer. Swindon. Pet March 2. Ord March 7

RIDLEY, CHARLES HENRY, Maidstone, Chemist. Maidstone. Pet Feb 19. Ord March 8

ROWLANDS, HENRY, Cwmbran, Mon, Milkseller. Newport, Mon. Pet March 4. Ord March 9

SHARMAN, THOMAS, Eynesbury, Huntingdon, Butcher. Bedford. Pet Feb 4. Ord March 7

START, WILLIAM, Nottingham, Machinist. Nottingham. Pet Feb 18. Ord March 5

STEWART, JOHN, Newark upon Trent, Grocer. Nottingham. Pet March 2. Ord March 9

TURNER, CHARLES, Neville rd, Upton, Provision Dealer. High Court. Pet Jan 27. Ord March 7

WIGHTMAN, ALEXANDER, Cattistock, Dorset, Carpenter. Dorchester. Pet Jan 29. Ord March 8

WOOD, JOHN, Southampton, Butcher. Southampton. Pet March 8. Ord March 8

YOUNG, FRANK, Hyson green, Nottingham, Draper. Nottingham. Pet Feb 22. Ord March 9

London Gazette.—TUESDAY, March 15.

RECEIVING ORDERS.

BERRY, WILLIAM, Bristol, Hatter. Bristol. Pet March 10. Ord March 10

BIBBY, HENRY, Lasonby, Cumberland, Provision Merchant. Carlisle. Pet March 12. Ord March 12

CLEMENTS, GEORGE HENRY, Hove, Sussex, Auctioneer. Brighton. Pet March 11. Ord March 11

COPPEN, WILLIAM, sen, Maidstone, Bootmaker. Maidstone. Pet Feb 28. Ord March 10

DENNIS, LUKE, Sutton on the Forest, Yorks, Farmer. York. Pet March 12. Ord March 12

GEARD, ALFRED, Bismarck rd, Upper Holloway, Builder. High Court. Pet March 12. Ord March 12

HAWKINS, ALEXANDER COLVIN, Gt Grimsby, Fish Merchant. Gt Grimsby. Pet March 12. Ord March 12

HAYWOOD, TOM, Barnsley, Yorks, out of business. Barnsley. Pet March 10. Ord March 10

INGAMELLS, JOSEPH, and HARRY BARNES INGAMELLS, Sheffield, Tailors. Sheffield. Pet Feb 14. Ord March 10

IRVING, WILLIAM, Penrith, Cumberland, Millwright. Carlisle. Pet March 1. Ord March 11

JACK, ARTHUR, Cheltenham, Jeweller. Cheltenham. Pet March 12 Ord March 12

JOHNSTON, WILLIAM, Appleby, Westmoreland, Surveyor. Kendal. Pet March 11. Ord March 11

JONES, RICHARD, Wrexham, Pork Butcher. Wrexham. Pet March 10. Ord March 10

KLEIN, THORVALD, Laurence Pountney Hill, Agent. High Court. Pet Jan 14. Ord March 5

LEAR, JAMES, Birmingham, Licensed Victualler. Birmingham. Pet March 10. Ord March 10

LODER, REBECCA, and WILLIAM THOMAS LILLYMAN, Northampton, Brush Manufacturers. Northampton. Pet March 11. Ord March 11

MACEY, JOHN S., Hastings, Licensed Victualler. Hastings. Pet Feb 23. Ord March 11

MATTISON, GEORGE, St Paul's rd, Bow, Mattress Maker. High Court. Pet Feb 8. Ord March 11

MILES, JAMES, Leamington, Watchmaker. Warwick. Pet March 10. Ord March 10

MILLER, THOMAS MCCRIE, Horsleydown, Surrey, Licensed Victualler. High Court. Pet Feb 12. Ord March 11

MUDDEMAN, TOM SMITH, Northampton, Auctioneer. Northampton. Pet March 8. Ord March 8

PRINCE, HENRY, Birmingham, Tin Plate Decorator. Birmingham. Pet March 10. Ord March 10

RAYNER, FREDERICK WILLIAM, Huddersfield, Commercial Traveller. Huddersfield. Pet March 10, Ord March 10

REDHEAD, THOMAS, Messingham, Lincs, Coal Dealer. Great Grimsby. Pet March 10. Ord March 10

REES, OWEN JOHN, Penzance, Clothier. Truro. Pet March 11. Ord March 11

ROGERS, GEORGE, Theobald's rd, Bootmaker. High Court. Pet March 9. Ord March 9

SMITH, GEORGE EDWARD, Manor pk, Essex, Civil Service Pensioner. High Court. Pet Feb 21. Ord March 10

SMITH, GEORGE WARD, Lincoln, Draper. Lincoln. Pet March 12. Ord March 12

SMITH, THOMAS TAYLER, Bush Hill park, Enfield, Surveyor. High Court. Pet March 10. Ord March 10

SOUTHWORTH, DAVID, Chorley, Lancashire, Grocer. Bolton. Pet March 11. Ord March 11

START, SAMUEL, Colchester, Builder. Colchester. Pet March 12. Ord March 12

STOKES, JOHN WESTLEY, Harborne, Stafford, Plumber. Birmingham. Pet March 10. Ord March 10

SUTCLIFFE, ELIAS, Leeds, Baby Linen Dealer. Leeds. Pet March 10, Ord March 10

TAYLOR, ALBERT, Woodford, Essex, Builder. High Court. Pet Jan 20. Ord March 10

TRANTER, BENJAMIN, Coven heath, Stafford, Coalmaster. Wolverhampton. Pet March 12. Ord March 12

WARDLE, WILLIAM, Burton on Trent, Boot Dealer. Derby. Pet March 10. Ord March 11

WITT & CO, WILLIAM, Argyll st, Oxford st, Musical Instrument Importers. High Court. Pet Feb 21. Ord March 10

WRIGHT, THOMAS, Ashby Parva, Leicester, Farmer. Leicester. Pet March 11. Ord March 11

The following amended notice is substituted for that published in the London Gazette of March 11.

MINTON, HAMPDEN ALFRED, and WILLIAM AUGUSTUS CHARLES MINTON, Manchester, Silk Merchants. Manchester. Pet Feb 22. Ord March 9

RECEIVING ORDER RESCINDED.

STONE, JOHN SMART, Newport, Mon, Wagon Builder. Newport, Mon. March 12. March 19

FIRST MEETINGS.

ALLEN, WILLIAM, Totnes, Devon, Licensed Victualler. Mar 22 at 11. Off Rec, 13, Frankfort st, Plymouth

BERRY, WILLIAM, Bristo,, Hatter. Mar 25 at 12.30. Off Rec, Bank chbrs, Bristol

BIBBY, HENRY, Lasonby, Cumberland, Provision Merchant. Mar 23 at 3. Off Rec, 24, Fisher st, Carlisle

BOWDEN, HEDLEY CHARLES, Cornwall rd, Brixton hill, Grocer's Assistant. Mar 22 at 2.30. 33, Carey st, Lincoln's inn

BOWER, GEORGE, St Neots, Hunts, Engineer. Mar 29 at 1.30. Lion Hotel, High st, Bedford

CLARKE, FRANCIS CLISBY, Mark lane, Colour Maker. Mar 22 at 12. 33, Carey st, Lincoln's inn

COMPLIN, WILLIAM, Birmingham, Saddler. Mar 30 at 11. Off Rec, Birmingham

COPPEN, WILLIAM, sen, Maidstone, Bootmaker. Mar 24 at 3. Off Rec, Week st, Maidstone

CROFTS, JAMES, Lenton Boulevard, Nottingham, Timber Dealer. Mar 22 at 11. Off Rec, 1, High pavement, Nottingham

DAVIES, CHARLES ROWLAND, sep estate, Barton on the Heath, Warwickshire, Farmer. Mar 23 at 12.30. Langston Arms, Chipping Norton Junction, Oxford

DENNIS, LUKE, Sutton on the Forest, Yorkshire, Farmer. Mar 26 at 12. Off Rec, York

FENNER, GEORGE LANSDELL, and FREDERICK HILTON, Brighton, Accountants. March 23 at 11. Off Rec, 4, Pavilion bldgs, Brighton

GARDNER, WILLIAM (sep estate), Chadlington, Oxford, Farmer. March 23 at 12.30. Langston Arms, Chipping Norton Junction, Oxford

GARDNER, WILLIAM, and CHARLES ROWLAND DAVIES, Chadlington, Oxford, Farmers. March 23 at 12.30. Langston Arms Hotel, Chipping Norton Junction, Oxford

GILL, JOSHUA WILLIAM, Sandown, I.W., Grocer. March 23 at 3. Off Rec, Newport, I.W.

HARKER, FRANCIS COLQUHOUN, Carlisle, Innkeeper. March 23 at 12. Off Rec, 24 Fisher st, Carlisle

HOLLINGSWORTH, ATKINSON, Scunthorpe, Lincoln, Builder. Mar 23 at 12.30. Off Rec, 3, Haven st, Gt Grimsby

HOMES, THOMAS, Felix st, Hackney rd, Licensed Victualler. March 24 at 11. 33, Carey st, Lincoln's inn

HUEY, SAMUEL, Hassocks, Sussex, Builder. March 28 at 12. Off Rec, 4, Pavilion bldgs, Brighton

IRVING, WILLIAM, Penrith, Cumberland, Millwright. March 28 at 2. Off Rec, 24, Fisher st, Carlisle

JARVIS, ELIRA, Bury St Edmunds, Stationer. March 24 at 12.45. Guildhall, Bury St Edmunds

JOEL, JUDAH, Brighton, Fine Art Dealer. March 24 at 3. Off Rec, 4, Pavilion bldgs, Brighton

JOSEPH, ABRAHAM, Edgbaston, Birmingham, Clothier. March 29 at 11. Off Rec, Birmingham

JOYNES, ALFRED EMANUEL, Nottingham, Estate Agent. March 23 at 12. Off Rec, 1, High pavement, Nottingham

KASPARY, JOACHIM, Noble st, Trimming Manufacturer. March 24 at 12. 33, Carey st, Lincoln's inn

LAMB, JOHN, Great Yarmouth, Boat Owner. March 23 at 12. Off Rec, 8, King st, Norwich

LANGLEY, MALVINA ELIZABETH, Coleshill, Warwickshire, Builder. March 23 at 11. Off Rec, Birmingham

LINEKER, WILLIAM, Stanton on the Wolds, Nottinghamshire, Farmer. March 22 at 12. Off Rec, 1, High pavement, Nottingham
LLOYD, RICHARD, Newtown, Montgomeryshire, Saddler. March 22 at 12. Elephant Hotel, Newtown
MADDOX, WILLIAM, Walsall, Cowkeeper. March 23 at 11.15. Off Rec, Walsall
MARCHANT, HENRY THOMAS, Semley, Wilts, Innkeeper. March 22 at 3. Off Rec, Salisbury
MCANDREW, WILLIAM EDWARD, Copthall ct, Underwriter. March 23 at 2.30. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
NEWLAND, STEPHEN, High st, Stepney, Tailor. March 22 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
REGAN, ELIZABETH, Church Enstone, Oxfordshire, Publican. March 24 at 11.30. Off Rec, 1, St. Aldates, Oxford
SEMPLE, CHARLES EDWARD ARMAND, Goldhawk rd, Shepherd's Bush, Doctor of Medicine. March 23 at 11. 33, Carey st, Lincoln's inn
SHELDON, JOHN, Stockport, Jeweller. March 23 at 11.30. Off Rec, County chbrs, Market pl, Stockport
SOUTHALL, HORATIO WILLIAM, Water Orton, Warwickshire, Wine Merchant. March 24 at 11. Off Rec, Birmingham
SOUTHWORTH, DAVID, Chorley, Lancs, Grocer. March 25 at 12. 16, Wood st, Bolton
TREDER, RICHARD, Over Whitacre, Warwickshire, Farmer. March 25 at 11. Off Rec, Birmingham
VANDERHAEGEN, CONSTANT, Cyrus st, Clerkenwell, Provision Merchant. March 23 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
WEDGE, GEORGE, Chirton, Wilts, Blacksmith. March 24 at 1. Norris and Hancock, Devizes
WOOD, JOHN, Southampton, Butcher. March 30 at 2. Off Rec, 4, East st, Southampton
WRAIGHT, GEORGE FOORD, Leatherhead, Surrey, Draper. March 25 at 3. 109, Victoria st, Westminster

ADJUDICATIONS.

ALLEN, WILLIAM, Totnes, Devon, Licensed Victualler. East Stonehouse. Pet March 8. Ord March 11
ASHMAN, HENRY JOHN, Glastonbury, Somerset, Auctioneer. Wells. Pet March 5. Ord March 11
BERRY, WILLIAM, Bristol, Hatter. Bristol. Pet March 10. Ord March 10
BIBBY, HENRY, Lazonby, Cumberland, Provision Merchant. Carlisle. Pet March 12. Ord March 12
BONTOFT, WALTER SEYMOUR, Spalding, Lincs, Veterinary Surgeon. Peterborough. Pet Feb 23. Ord March 9
BOWDEN, HEDLEY CHARLES, Cornwall rd, Brixton hill, Grocer's Assistant. High Court. Pet March 7. Ord March 11
BROOKES, JOHN, Whittington, Worcester, Innkeeper. Worcester. Pet Feb 19. Ord March 12
BUTCHER, WILLIAM, Basingstoke, Grocer. Winchester. Pet March 1. Ord March 9
CLARKE, FRANCIS CLISBY, Mark lane, Colour Manufacturer. High Court. Pet Sept 21. Ord March 10
CLEMENTS, JOSEPH GEORGE, Camberwell rd, Zinc Worker. High Court. Pet Dec 22. Ord March 10
CLOUTING, JOHN REVETT, Thetford, Norfolk, Surgeon. Norwich. Pet Feb 19. Ord March 12
DAVIS, JOHN STEVENS, Cotham, Bristol, Baker. Bristol. Pet March 7. Ord March 12
ELLIOTT, THOMAS, Corporation st, Barnsley, Miner. Barnsley. Pet Feb 9. Ord March 10
FLINT, ERNEST WILLIAMS, and CLAUDE FLINT, Kenilworth, Warwick, Timber Merchants. Warwick. Pet Feb 18. Ord March 12
FLOCKTON, ALICE JANE, Dewsbury, Confectioner. Dewsbury. Pet March 2. Ord March 9
FROUD, JOHN, Owslebury, nr Winchester, Builder. Winchester. Pet March 4. Ord March 9
GODLONTON, WILLIAM HENRY, Kingsland rd, Blind Manufacturer. High Court. Pet March 8. Ord March 11
GRAY, EDWARD, Gt George st, Stock Dealer. High Court. Pet Dec 7. Ord March 12
HARLING, THOMAS THICKETT, Dewsbury, Yorks, Temperance Hotel Keeper. Dewsbury. Pet March 8. Ord March 9
HARRISON, JOHN, Springhead, Yorks, Builder. Oldham. Pet Feb 28. Ord March 10
HAWKINS, ALEXANDER COLVIN, Gt Grimsby, Fish Merchant. Gt Grimsby. Pet March 12. Ord March 12
HOLMES, LIONEL GEORGE PEYTON, Shirehampton, Gloucester, Medical Practitioner. Bristol. Pet March 2. Ord March 12
INGAMELLS, JOSEPH, and HARRY BARNES INGAMELLS, Sheffield, Tailors. Sheffield. Pet Feb 16. Ord March 10
KING, HENRY, Earlsfield, Wandsworth, Builder. Wandsworth. Pet Oct 12. Ord March 10
LINNELL, THOMAS COOKE, Brixton hill, Ironmonger. High Court. Pet March 9. Ord March 12
LOBBE, REBECCA, and WILLIAM THOMAS LILLYMAN, Northampton, Brush Manufacturers. Northampton. Pet March 11. Ord March 11
MARCHANT, HENRY THOMAS, Semley, Wilts, Innkeeper. Salisbury. Pet March 8. Ord March 10
MILLS, HENRY, Walsall, Iron Manufacturer. Walsall. Pet Jan 8. Ord March 10
MORGAN, JOHN, Swansea, Agent. Swansea. Pet Feb 16. Ord March 10
MUDDEMAN, TOM SMITH, Northampton, Auctioneer. Northampton. Pet March 8. Ord March 8
OPITZ, G, St Mary Axe, Commission Agent. High Court. Pet Jan 5. Ord March 11
PARSONS, WILLIAM NICHOLAS FREEMAN, Isle of Thanet, Kent, Gent. High Court. Pet Jan 18. Ord March 12
PITER, RICHARD WILLIAM, Turnpike rd, Hornsey, Builder. High Court. Pet Jan 19. Ord Feb 18
POTTS, ROBERT, Felling, Durham, Tailor. Newcastle on Tyne. Pet Jan 26. Ord Mar 11
POWIS, HENRY JOHN, and JOHN POWIS, Redland, Bristol, Blindmakers. Bristol. Pet Mar 8. Ord Mar 10
RATHBONE, WILLIAM, Walthamstow, Mine Owner. High Court. Pet Dec 28. Ord Mar 12
RAYNER, FREDERICK WILLIAM, Huddersfield, Traveller. Huddersfield. Pet Mar 10. Ord Mar 10
REDHEAD, THOMAS, Messingham, Lincolnshire, Coal Dealer. Gt Grimsby. Pet Mar 9. Ord Mar 10
REES, OWEN JOHN, Penzance, Clothier. Truro. Pet Mar 11. Ord Mar 11
ROGERS, GEORGE, Theobald's rd, Bootmaker. High Court. Pet Mar 9. Ord Mar 9
SALISBURY, R B, Rotherhithe. High Court. Pet Dec 7. Ord Mar 11
SMITH, GEORGE WARD, High st, Lincoln, Draper. Lincoln. Pet Mar 12. Ord Mar 12
SMITH, JAMES, Stoke on Trent, Estate Agent. Stoke on Trent. Pet Feb 28. Ord Mar 12
SPILSBURY, GEORGE, Lock, Staffs, Licensed Victualler. Macclesfield. Pet Feb 22. Ord Mar 8
SQUIRE, CHARLES, Middlesborough, Grocer. Stockton on Tees and Middlesborough. Pet Mar 3. Ord Mar 9
STANSFIELD, THOMAS, and ABRAHAM STANSFIELD, Todmorden, Yorks, Farmer. Oldham. Pet Jan 22. Ord March 4
STOPS, WILLIAM, Hartington rd, Ealing, Builder. Brentford. Pet Feb 8. Ord March 9
STURRS, CHRISTOPHER, Newport, Mon, Tobacconist. Newport, Mon. Pet March 7. Ord March 10
SUTCLIFFE, ELIAS, Leeds, Baby Linen Dealer. Leeds. Pet March 10. Ord March 10
TOWNE, ROBERT, North Shields, Builder. Newcastle on Tyne. Pet Feb 23. Ord March 10
TRANTER, BENJAMIN, Coven' Heath, Staffordshire, Coal Master. Wolverhampton. Pet March 12. Ord March 12
WARDLE, WILLIAM, Burton on Trent, Boot Dealer. Derby. Pet March 10. Ord March 11
WOLFF, H. DRUMMOND, residence unknown, Gent. High Court. Pet Dec 17. Ord March 10

SALES OF ENSUING WEEK.

March 23.—Messrs. DANIEL SMITH, SON, & OAKLEY, at the Mart, at 2 p.m., Freehold Building Site (see advertisement, March 12, p. 326).
March 25.—Messrs. BAKER & SONS, at the Mart, at 2 p.m., Copyhold Residence and Shops (see advertisement, March 12, p. 335, and this week, p. 340).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BROWNE.—The 26th ult., at 27, Young-street, W., the wife of F. Gore Browne barrister-at-law, of a daughter.
JUTA.—The 26th ult., at Alma, Rose Bank, near Cape Town, the wife of Henry Juta, barrister-at-law, of a daughter.
PARKER.—March 13, at Thurloe-square, the wife of G. M. Parker, barrister-at-law, of a son.
WOODS.—The 22nd ult., at Latchford, near Warrington, the wife of Herbert Woods, solicitor, of a son.

MARRIAGE.

JACKSON—HUNTER.—March 15, at Belper, Charles J. Jackson, solicitor, Ilkeston, to Agnes Mary, daughter of John Hunter, of Belper.

DEATHS.

CLARKE.—March 11, Henry Booth Clarke, of Wood Vale, Forest Hill, solicitor, aged 78 years.
DIGWEED.—On the 5th inst., at 60, Pembridge-villas, W., John Stephen Digweed, barrister-at-law, aged 75 years.
HULTON.—On the 3rd inst., at Preston, William Adam Hulton, late Judge of her Majesty's County Courts, in his 85th year.
LOCKYER.—March 15, at Greasebrook-road, Stoke Newington, George Lockyer, solicitor, 3, Brunswick-place, City-road, aged 64 years.
SHAEN.—On the 2nd inst., at 15, Upper Phillimore-gardens, William Shaen, of 6, Bedford-row, aged 66 years.
TURNER.—The 29th ult., at 30, Primrose Hill-road, Francis Turner, Esq., barrister-at-law, aged 55 years.

CONTENTS.

SALES BY AUCTION FOR THE YEAR 1887.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER beg to announce that their SALES of LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground-rents, Advowsons, Reversions, Stocks, Shares, and other Properties, will be held at the Auction Mart, Tokenhouse-yard, near the Bank of England, in the City of London, as follows:—

Tues., March 22	Tues., June 7	Tues., Aug 9
Tues., March 29	Tues., June 14	Tues., Aug 16
Tues., April 5	Tues., June 21	Tues., Aug 23
Tues., April 19	Tues., June 28	Tues., Aug 30
Tues., April 26	Tues., July 5	Tues., Oct 4
Tues., May 3	Tues., July 12	Tues., Oct 18
Tues., May 10	Tues., July 19	Tues., Nov 8
Tues., May 17	Tues., July 26	Tues., Nov 22
Tues., May 24	Tues., Aug 2	Tues., Dec 13

Auctions can also be held on other days. In order to insure proper publicity, due notice should be given. The period between such notice and the proposed auction must considerably depend upon the nature of the property to be sold. A printed scale of terms can be had at 80, Cheapside, or will be forwarded. Telephone No. 1,503.

Capital Freehold Ground-rents, amounting to £356 8s. per annum, well secured upon 45 houses and stabling in Marlborough-crescent, Flanders-road, and Bath-road, Bedford-park, with Reversions to the rack-rentals, now estimated at about £1,900 per annum, at Michaelmas, 1974.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER will SELL, at the MART, on TUESDAY, MARCH 29, at TWO, in Seven Lots, the following FREEHOLD GROUND RENTS:—

Lot	Ground-rent.	Property.	Rack rent.
1	£68 0 0	2, 4, 6, 8, 10, 12, and 12a, Marlborough-crescent	£390
2	45 0 0	11 to 19 (odd), ditto	245
3	61 0 0	21 to 33 (odd), ditto	325
4	52 10 0	2 to 16 (even), Flanders-road ...	284
5	36 0 0	18 to 28 (even), ditto...	194
6	61 16 0	30 to 46 (even), ditto...	327
7	34 0 0	56 to 62 (even), Bath-road	170

Particulars of Messrs. Blake & Heseltine, Solicitors, 4, Serjeants'-inn, Fleet-street; of Messrs. Burton & Dyson, Solicitors, Gainsborough; and of the Auctioneers, 80, Cheapside.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER'S LIST of ESTATES and HOUSES to be SOLD or LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rent Charges, House Property and Investments generally, is published on the first day of each month, and may be obtained, free of charge, at their offices, 80, Cheapside, E.C., or will be sent by post in return for three stamps.—Particulars for insertion should be received not later than our days previous to the end of the preceding month.

FREEHOLD GROUND, City of London.—The Commissioners of Sewers of the City of London will meet in the Guildhall of the said city on Tuesday, the 5th of April, 1887, at half-past 12 o'clock precisely, to receive TENDERS for the PURCHASE of a very valuable FREEHOLD BUILDING SITE, situate at the corner of Bream's-buildings, Fetter-lane, and possessing a frontage to Bream's-buildings of about 90 feet, as per plans and particulars to be obtained at the office of the Engineer to the Commissioners in the Guildhall.

Tenders must be sealed, endorsed outside "Tender for Ground, Bream's-buildings," and be addressed to the undersigned at this office, and must be delivered before 12 o'clock on the said day of treaty.

The Commissioners do not bind themselves to accept the highest or any tender.

Parties sending in proposals must attend personally, or by a duly authorized agent, at half-past 12 o'clock on the said day, and be then prepared (if their tender be accepted) to pay the required deposit of 10 per cent. on the purchase-money, and to execute an agreement for the completion of the purchase agreeably to the conditions of sale.

HENRY BLAKE, Principal Clerk.
Sewers Office, Guildhall, February, 1887.

CHAMBERS for CITY GENTLEMEN!

CHAMBERS for PROFESSIONAL GENTLEMEN!

CHAMBERS and OFFICES COMBINED!

TEMPLE CHAMBERS (Residential and Official).—Adjoining the Temple, close to the Royal Courts of Justice, Lincoln's-inn, and the Strand, and within five minutes' walk of the City; central and quiet, with immediate rail and omnibus conveyance to all parts of town. Hydraulic lifts, heating by steam-radiators, perfect sanitary arrangements, &c. Rents of remaining rooms to let, from £30 to £90. Suites, £100 to £250.—Apply to the Secretary or the Steward, on the premises, Temple Chambers, Temple-street, E.C.

Telephone No. 1,669. Telegraphic address, "Akaber, London."—Sales for the Year 1887.

MESSRS. BAKER & SONS beg to announce that their SALES of LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground Rents, Reversions, Shares, and other Properties, will be held at the Mart, Tokenhouse-yard, E.C., as follows:—

Friday, Mar. 25	Friday, June 10	Friday, Sept. 9
Friday, April 22	Friday, June 24	Friday, Sept. 23
Friday, April 29	Friday, July 1	Friday, Oct. 14
Friday, May 6	Friday, July 8	Friday, Oct. 28
Friday, May 13	Friday, July 15	Friday, Nov. 11
Friday, May 20	Friday, July 22	Friday, Nov. 25
Friday, June 3	Friday, Aug. 5	Friday, Dec. 9

Auctions can be held on other days if required.—No. 11, Queen Victoria-street, E.C.

ON FRIDAY NEXT.—BOROUGH.

Excellent Investment, producing £530 per annum.

MESSRS. BAKER & SONS will SELL by AUCTION, at the MART, E.C., on FRIDAY NEXT, MARCH 25th, at TWO, in one Lot, a capital INVESTMENT, arising from five shops and business premises, known as Nos. 2, 3, and 4, Blackman-street, and 2, Great Dover-street, Borough, opposite St. George's Church and the new Street, all let on lease to responsible tenants at rentals amounting to £530 per annum, and held for a term of 18 years unexpired at a moderate ground-rent.

Particulars may be had of Messrs. West, King, Adams, & Co., Solicitors, 66, Cannon-street, E.C.; and of the Auctioneers, 11, Queen Victoria-street, E.C.

RESIDENTIAL CHAMBERS to LET in Lincoln's-inn-fields; fitted with every convenience, bath room (hot and cold water); key and use of square; splendid situation; moderate rent.—Apply to Attendant on the premises, 3 and 4, Lincoln's-inn-fields; or at Collector's Office in the Hall of 63, Chancery-lane.

LAW STATIONERS, PRINTERS, and Others.—Convenient Premises to Let in Chancery-lane, in a fine building close to the Law Courts and the Chancery-lane Safe Deposit; lighted by electric light, and fitted with every convenience; moderate rent.—Apply at once at the Collector's Office in the Hall of 63 and 64, Chancery-lane.

BARRISTERS and Others Seeking CHAMBERS close to the Law Courts.—A splendid Suite of two, three, or five rooms to be Let, in a fine Building quite near the Law Courts, and adjoining the Chancery-lane Safe Deposit. Lighted by electric light and every convenience; moderate rent.—Apply at the Collector's Office, in the Hall of 63 and 64, Chancery-lane.

OFFICES to be LET.—Some splendid Rooms in a fine building close to the Law Courts, the Patent Office, and the Chancery-lane Safe Deposit; lighted by electric light, and every convenience; moderate rent; well suited for a solicitor, law stationer, or patent agent.—Apply at the Collector's Office in the Hall of 63 and 64, Chancery-lane.

GROUND FLOOR.—Fine large Premises to Let in Lincoln's-inn-fields; well suited to Solicitors, Barristers, Law Stationers, and others desiring to be near the Law Courts; splendid situation; moderate rent.—Apply to Attendant, 3 and 4, Lincoln's-inn-fields; or at the Collector's Office, in the Hall of 63 and 64, Chancery-lane.

CHAMBERS or OFFICES, convenient to Law Courts, City, and West End; cheerful and open situation; every modern improvement; three rooms; rent moderate.—Apply, HOUSEKEEPER, Dartmouth-chambers, Theobald's-road, W.C.

TO SOLICITORS and Others.—Lofty and Well-lighted Offices and Chambers to be Let at Lonsdale Chambers, No. 27, Chancery-lane (opposite the New Law Courts). Also large, well-furnished Rooms for Meetings, Arbitrations &c.—Apply to Messrs. LAUNDY & Co., Chartered Accountants, on the premises.

ESTABLISHED 1851.

BIRKBECK BANK.—Southampton-buildings, Chancery-lane.

THREE per CENT. INTEREST allowed on DEPOSITS, repayable on demand.

TWO per CENT. INTEREST on CURRENT ACCOUNTS calculated on the minimum monthly balances, when not drawn below £100.

The Bank undertakes for its Customers, free of Charge, the Custody of Deeds, Writings, and other Securities and Valuables; the collection of Bills or Exchange, Dividends, and Coupons; and the purchase and sale of Stocks, Shares, and Annuities. Letters of Credit and Circular Notes issued.

The BIRKBECK ALMANACK, with full particulars, post-free, on application.

FRANCIS RAVENSCROFT, Manager.

THE MORTGAGE INSURANCE CORPORATION, LIMITED.

AMOUNT OF CAPITAL SUBSCRIBED, £710,000

Offices of the Corporation—
Winchester House, Old Broad-street, E.C.

Rt. Hon. E. PLEYDELL BOUVERIE, Chairman.
Sir SYDNEY H. WATERLOW, Bart., Deputy-Chairman.

Policies are now being issued by this Corporation insuring Mortgages of Freehold and Leasehold Property, holders of Mortgage Debentures and Debenture Stock, against loss of principal and interest.

These Policies will be of especial advantage to Trustees who may be held responsible for losses consequent upon their Investments.

Mortgagors insuring with the Corporation will also be enabled to obtain Advances at the lowest possible rate of interest.

The Corporation also grants Policies to Leaseholders insuring the return of the Amount invested at the expiration of their leases or at any fixed periods.

For particulars and conditions of Insurance apply to the Secretary.

By order,
JAS. C. PRINSEP, Secretary.

PROVIDENT LIFE OFFICE
(FOUNDED 1806),
50, REGENT STREET, W., and 14, CORNHILL, E.C., LONDON.

Invested Funds	£2,4[illegible]5,955
Annual Income	£319,215
Claims and Surrenders paid exceed...	£8,000,000
Bonuses declared	£3,639,814

REVISED CONDITIONS OF ASSURANCE.—Foreign Residence and Travel.—All Policies already issued and to be issued after having been Five Years in Force—the Life Assured not being engaged in any Military, Naval, or Seafaring Service, and of the age of Thirty years and upwards—shall be relieved from all conditions as to Foreign Residence and Travel.

HALF-CREDIT SYSTEM.—Merchants, Traders, and others requiring the full use of their Capital, and desiring a Life Policy at the cheapest present outlay, are invited to examine the terms of the Half-Credit System of this Office.

Prospectuses and further information to be obtained at the Head Office, or of any of the Agents.

CHARLES STEVENS,
Actuary and Secretary.

THE NEW ZEALAND LAND MORTGAGE COMPANY, Limited.

Capital £3,000,000, fully subscribed.
£300,000 paid up. Reserve Fund, £12,000.

The Company's loans are limited to first-class freehold mortgages. The Debenture issue is limited to the uncalled capital.

HOME DIRECTORS.

H. J. BRISTOW, Esq.	Sir WILLIAM T. POWER, K.C.B.
W. K. GRAHAM, Esq.	THOS. RUSSELL, Esq. C.M.G.
FALCONER LARKWORTHY, Esq.	Sir EDWARD W. STAFFORD, K.C.M.G.
ARTHUR M. MITCHISON, Esq.	

Chairman of Colonial Board—
The Hon. Sir FREDK. WHITAKER, K.C.M.G., M.L.C., late Premier of New Zealand.

The Directors are issuing Terminable Debentures bearing interest at 4 per cent. for three years, and 4½ per cent. for five years and upwards. Interest half-yearly by Coupons.

A. M. MITCHISON, Managing Director.
Leadenhall-buildings, Leadenhall-st., London, E.C.

NORTHERN ASSURANCE COMPANY
Established 1836.
LONDON: 1, Moorgate-street, E.C. ABERDEEN: 1, Union-terrace.

INCOME & FUNDS (1885):—

Fire Premiums	£277,000
Life Premiums	191,000
Interest...	123,000
Accumulated Funds	£3,134,000

LAW UNION FIRE and LIFE INSURANCE COMPANY.

ESTABLISHED IN THE YEAR 1854.

The only Law Insurance Office in the United Kingdom which transacts both Fire and Life Insurance Business.

Chief Office—
126, CHANCERY LANE, LONDON, W.C.

The Funds in hand and Capital Subscribed amount to £1,900,000 sterling.

Chairman—JAMES CUDDON, Esq., of the Middle Temple, Barrister-at-Law.

Deputy-Chairman—CHARLES PEMBERTON, Esq. (Lee & Pembertons), Solicitor, 44, Lincoln's-inn-fields.

The Directors invite attention to the New Form of Life Policy, which is free from all conditions.

Policies of Insurance granted against the contingency of Issue at moderate rates of Premium.

The Company ADVANCES Money on Mortgage of Life Interests and Reversions, whether absolute or contingent.

The Company also purchases Reversions.

Prospectuses, copies of the Directors' Report and Annual Balance Sheet, and every information, sent post-free on application to

FRANK McGEDY, Actuary and Secretary.